

#12  
8-15-03  
NP

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
IN THE APPLICATION OF:

Terry L. Dellinger

Art Unit: 2674

Serial No: 09/986,591

Examiner: H. Tran

Filed: November 9, 2001

For: <sup>EX</sup> HAND-HELD TRACKBALL COMPUTER  
POINTING DEVICE

**RECEIVED**  
AUG 12 2003  
Technology Center 2600

DECLARATION UNDER 37 CFR 1.131

The Honorable Commissioner of Patent and Trademarks  
Washington, DC 20231

As an inventor, I hereby declare I am an original, first and sole inventor of the subject matter which is claimed and for which a patent is being sought on the invention entitled HAND-HELD TRACKBALL COMPUTER POINTING DEVICE. Under rule 37 CFR 1.131 I will provide evidence to establish invention of the subject matter of the rejected claims prior to the effective date of U.S. Patent Application Publication 2001/0035856 to Myers and U.S. Design Patent Number 430,161 to Hovsepian.

In the Office action dated April 9, 2003, the Examiner rejects claims 1-12 under 35 USC 103(a) as being unpatentable

over Myers (US 2001/0035856 A1) in view of Hovsepian (U.S. Patent Design 430,161).

It is my contention that my present application was invented more than a year prior to the references used in the Examiner's rejection. Further with the evidence provided herewith, I hereby swear behind the references of US Patent publication application of Myers 2001/0035856 A1 and U.S. Patent Design 430,161 to Hovsepian as well as all other cited references.

The evidence shows in the first document dated on or about August 28, 1993, a letter signed by a William V. Bryant and Janet B. Bryant and including a Notary Public signature, that a mouse-type device was invented.

In the second document letter dated on or about September 17, 1994, it is documented that a clay model of a hand held computer mouse type device was developed to simulate its usage as a computer mouse device.

In September 1994 I received a letter dated on the day of the 27<sup>th</sup> from Microsoft summarized Microsoft Corporation's policies with respect to receipt of information and proposals from outside parties involving new products, technologies, ideas or other non-public information.

In October of 1994 a letter and proposed contract received from Microsoft Corporation regarding a hand-held mouse-like device was discussed with attorney William V. Bryant. Subsequently, I decided not to risk pursuing development and distribution of my device through Mircosoft.

On September 5, 1995 and again on October 10, 1995 I sent a letter to the Commissioner of Patent and Trademarks, indicating I was the inventor of the disclosed invention and requested that the enclosed papers be accepted under the Disclosure Document program. These documents date-stamped by the United States Patent and Trademark Office clearly pre-date both Myers and Hovsepian.

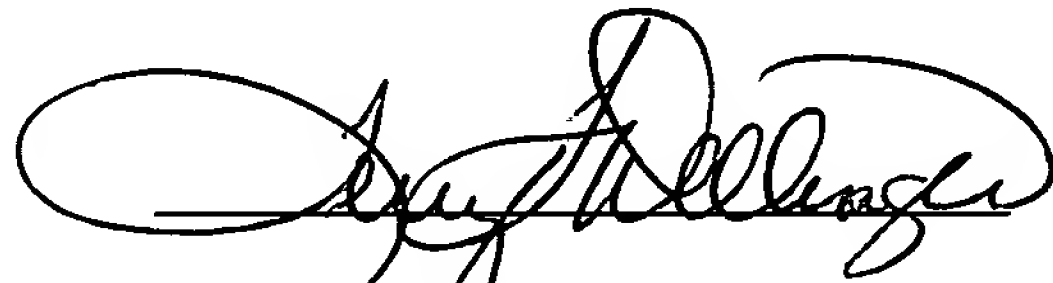
In addition, I have printed documents confirming my attempt at preparing and or filing an application on my own through my research on the USPTO website in April of 1997 and letters received from Inventors' Digest dated May 20, 1997.

Also documented is my effort, once I could afford it, to hire an agent to prepare and submit a properly written patent application with properly written claims. The document clearly shows this effort in progress prior to the Myers application published in November 2001.

Consequently, my pursuit of a patent on my invention had some undocumented periods of activity. However, at no time was the invention abandoned from pursuit of a patent.

Accordingly, the aforementioned letters and documented dates show conception of the invention prior to the effective date of the references coupled with due diligence from prior said date to the filing of the application. Original exhibits of drawings, sketches, records and photocopies are filed herewith.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Terry Dellinger", with a large, stylized loop at the end.

Terry Dellinger  
Applicant

June 28, 2003

To Whom It May Concern:

I have information and documentation in evidence of my activities for the invention of my new hand held cursor control device in 1993. This documentation shows proof of predating all cited references in a Non-Final Office Action from Examiner Henry Tran dated April 9, 2003 rejecting all claims 1-12 in my application for patent Serial Number 09/986,591.

I have the proof to establish a time of invention (1993 with witnesses and 1995 with stamp dated USPTO disclosure documents as evidence) of my new computer pointing device. There is also sufficient documentation to show that the effort has been and will continue to be on going. However, there were periods of time where there was undocumented and undated activity; internet searches, phone calls, personal contacts, etc. There has never been any time when I ever considered abandoning my invention for patent or given up on developing and marketing my new mouse type device since its inception in 1993. There have been periods where certain activities were restricted due to severe monetary constraints (product development and seeking a patent require significant monetary investment), but at no time have I given up on the idea of patenting and taking my new invention to market. I continued to monitor (internet, periodicals, personal/phone contacts), investigate, evaluate and pursue relatively inexpensive ways to continue my attempt at reducing to practice (engineering, production and patenting) my new invention. I will explain my financial situation during the undocumented periods in this letter.

One area I vigorously pursued that didn't cost a lot of money was to investigate filing a patent on my own. I discovered and bought "Patent It Yourself" by David Pressman, 5<sup>th</sup> Edition (NOLO Press, 1996 and also the 8<sup>th</sup> edition later) and read many other books/documents on the subject. I pulled hundreds of patents of similar devices and studied them. I checked out all of the free advice I could find. However, I never felt that I could properly write the claims portion of the application well enough to give my patent any significant protection.

For some background, my experience includes 18 years in the computer industry. I have worked for GE, Sperry Univac and several other computer hardware/software companies in the past. At the last company I worked for, I sold CAD (computer aided design) workstations that electronic engineers used to design PC (printed circuit or computer) boards. This background gave me the knowledge base to consider what would be practical and manufacturable for this type device

At the closing of my career in the computer industry, I gradually changed my career to home building in the mid-to-late 1980's (1985-1988). I chose to build "speculative" homes using my own money (which I had some at the time) and credit. I wanted to establish myself as one of Atlanta's (Georgia, U.S.A.) premier homebuilders during the late 1980's nationwide housing boom. This career was successful for me for a few years

until the 1990 – 1991 slow down in the new home market. I had several spec homes sitting for 18+ months and it finally ate up my savings and everything I could borrow. Finally in 1991, I had to give up the homes in lieu of foreclosure and close my business since I was unable to service my debt. I was insolvent and spent many years repaying every cent of debt that I had created. However, it took me until 1999 to reestablish my credit worthiness at which time I refinanced my home and was able to withdraw enough equity money to pay off my outstanding debt. This gave me a fresh start and I have been able to have more discretionary funds to pursue my mouse pointing device.

My point is that during this time, I did not have enough money to pay a patent agent or patent attorney to pursue an application for me. There certainly wasn't enough money to get my new invention engineered in preparation for production. I continued to investigate the possibility of filing my own patent application throughout this period. What I discovered was reinforcement that I needed a professional patent agent or patent attorney to write proper claims if the patent was to have any value when issued.

Then in the mid 1990's, legislation was introduced that would potentially drastically change the patent laws. This was an additional factor that made me think twice (the proposed changes from both the House and Senate were massive and scary) about filing my own patent application. The new laws were adopted in the late 1990's which is when I was beginning to see the light at the end of the financial recovery tunnel. It took me a couple of more years to reestablish my credit base, and that's when I could afford to start investing monetarily in my mouse device.

However, during this period I was constantly on the internet investigating numerous web sites checking for similar patents that had issued and any other resources that might aid me in further advancement on my device. I also spoke personally with anyone I felt could likely aid me in my quest. I was looking for like minded inventors, investors, software or someone to help me write a patent application and/or evaluate the patentability and market potential for my product. I found that free resources are worth about what you pay for them in most cases (there are a few exceptions).

In midsummer 2001 when I had been able to somewhat recover from my financial woes, I decided that one of the best expenditures I could make would be to attend some of the Inventor Conferences and or Expo's I had discovered during my investigations that I mentioned. The first conference I was able to attend was the USPTO sponsored 6<sup>th</sup> Annual Independent Inventors Conference on August 3<sup>rd</sup> & 4<sup>th</sup>, 2001 at the USPTO offices in Washington, D.C. There I made several contacts including Ron Docie, an independent inventor's representative with whom I was discussing possible services. At these conferences, I could network with people who were successful inventors, product promoters, people familiar with the patenting process, and others who could help me find a way to get my invention to market. At a similarly minded meeting on October 12, 2001 in Waterbury, Connecticut (The Yankee Inventors Workshop) I was introduced by Ron Docie to Bill Siemens (of Siemens Patent Services, Washington, D.C.). There, Bill and Ron saw a clay model of my new hand held mouse device. At this meeting I spoke with Bill Siemens about the services his firm offers to those seeking a patent. After further



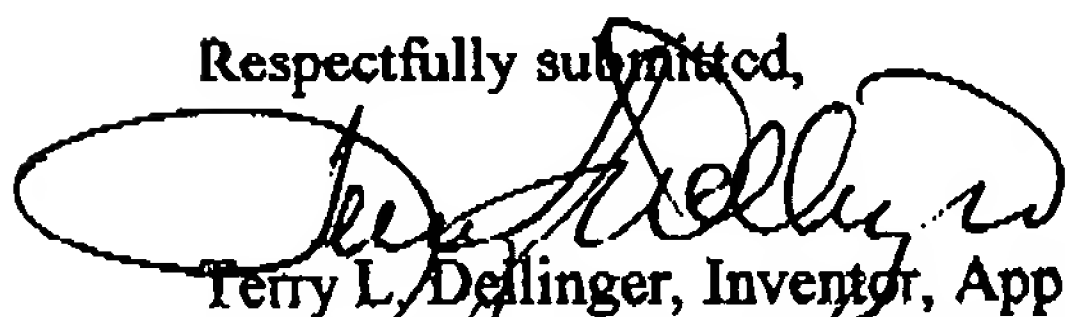
discussions with Bill Siemens and later his associates Maxine and Ed Smith, we worked out a special pricing fee for having his firm to do a patent search (results cover letter dated August 28, 2001 included in documents) for me. We also arranged an acceptable rate to be charged to file a professionally prepared patent application for me if the results of the search proved favorable. The reason for the "rush" was that I was to attend the COMDEX Show (a world class electronics show held annually) in Las Vegas, Nevada, U.S.A. It was being held on November 14, 2001 and I wanted to be able to discuss my new invention with prospective engineers (like PI in the documents), prospective licensees and potential partners and/or manufacturers having made a utility patent application and be "patent pending".

What I have tried to do with this documentation is establish a conception date and show a continuous, on going effort to protect and commercialize my mouse device. The documents show "documented and dated" (past, current, evidentiary) activities prior to Myers' filing of the patent application and the publication of the Myers application. So learning from the "teachings" of Myers's application should not be an issue. I have documented evidence predating the application and publication of Myers and was working on my patent application a couple of months prior to his publication date. I have documented evidence of patent application activities as early as August 2001 which is several months prior to Myers application publishing. We made no major changes to our claims from our original draft dated November 2, 2001 to the final draft we submitted to the United States Patent and Trademark Office on November 9, 2001. However due to the diligence of continuing to research new patents issued and published, we were able to refer to his application, since we thought it significant, in our final draft since Myers was published during the finalization process (mostly grammatical corrections) of my patent application.

There are numerous documents included in the packet (generally in chronological order) of information that show my earlier date of invention to both Myers and Hovsepian. Also in the documents, proof is made that with the help of Siemens Patent Services I was preparing to file a patent application for my invention several months in advance of Myers application being published, so I couldn't have learned from his invention. These documented facts of "first to invent" should establish that my application should take precedence over Myers's by "swearing behind" his application. Also the documentation clearly predates Hovespian's design patent as well as all the other cited patents in the initial office response.

This information should provide sufficient proof to convince the United States Patent and Trademark Office that I clearly was the first to invent and my patent application should be allowed.

Respectfully submitted,



Terry L. Dellinger, Inventor, Application 09/986,591,  
909 Hampton Trail, NW, Lilburn, GA 30047

(#12)

Declaration Attachment



BLUELINE



## RECYCLED COLUMNAR BOOKS LIVRES À COLONNES RECYCLÉS

TERRY LEE DELLINGER

Subject / Sujet:

JOURNAL for  
Hand held mouse type device

From / De:

To / A:

### SÉRIE A 779 SERIES

A 779-01	Record / Registre
A 779-02	2 Cols.
A 779-03	3 Cols.
A 779-04	4 Cols.
A 779-06	6 Cols.
A 779-08	8 Cols. (Double)
A 779-12	12 Cols. (Double)

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This journal is to document the conception and progressive development of my new invention - a hand held mouse.

While using a personal computer during the summer of 1993, I became dissatisfied using a "standard" type mouse device and decided to seek an alternative device. After buying and experimenting with several of the available alternatives I concluded that there should and could be a better, easier to use, more precise and more comfortable device to position the cursor and use the "click" buttons.

While using and experimenting with some of the alternate devices I concluded that a hand held device with a cursor control mechanism operated by the thumb and the "click" switches in an appropriate position to be operated/engaged by the fingers. It would fit and rest in the grasp of a hand comfortably and not require any desk top space. It could free the user from the usual "anchored" position while using the input device if used with a long wire connection or an R.F. transmitter and receiver.

Based on my past experience with printed circuit board designs and the existing technology

Mr. Terry L. Dellinger  
909 Hampton Trail  
Lilburn, Georgia 30047

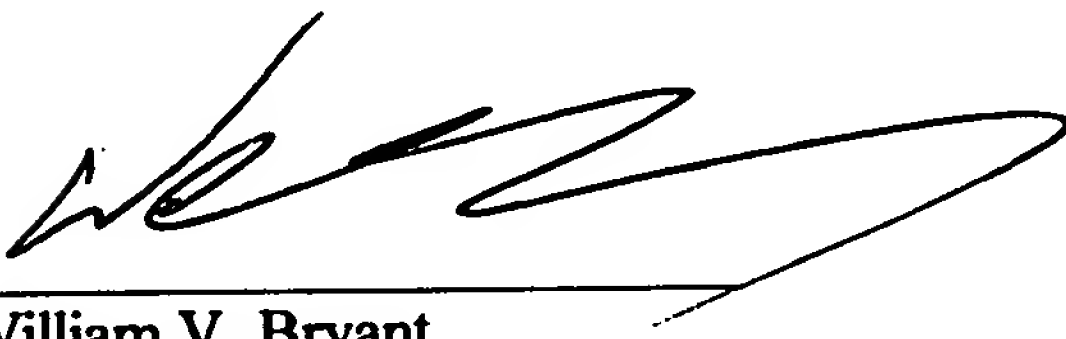
To Whom It May Concern:

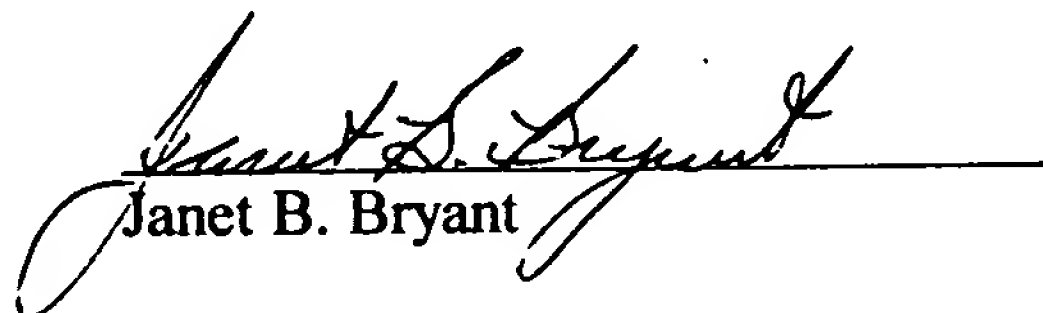
On or about August 28, 1993, Terry Dellinger discussed with us a device he had invented that he felt would be more usable and practical than any computer interface or "mouse" type device available at that time.

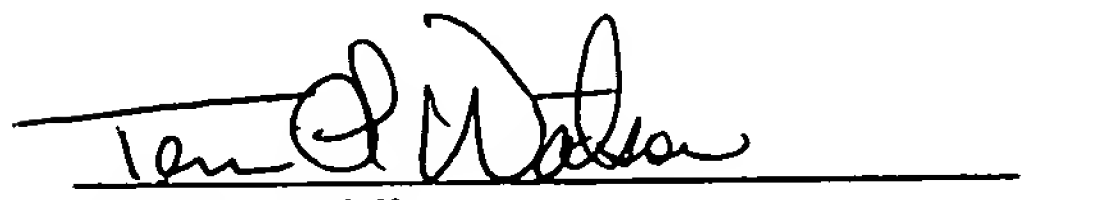
Using another mouse-type device, since a model of the new invention had not been created, to show how his invention would work, Terry demonstrated how his new device would be held in the hand, with the cursor moved around by a track ball or similar device under the thumb. Terry explained that, unlike any product on the market known to any of us, the body of his device would be contoured to fit comfortably in a closed hand, combining the thumb-manipulated cursor with computer command buttons (left-click, right-click, etc.) along the body to be activated by the fingers.

Terry discussed and we each understood how this device would be used, how it would feel to the user, and how it would function as a computer interface.

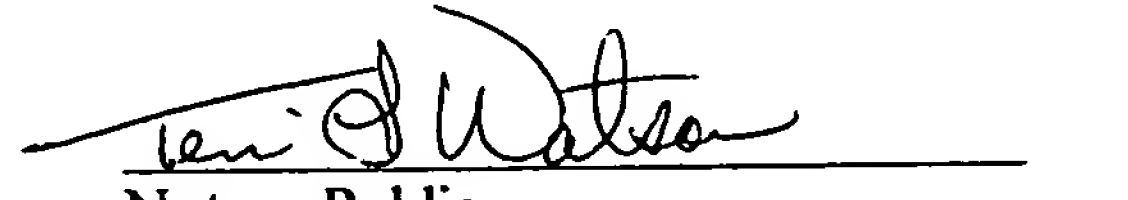
Sincerely,

  
William V. Bryant

  
Janet B. Bryant

  
Notary Public  
Printed Name: TERRI L. WATSON  
My Commission Expires: 5/5/06

[ AFFIX NOTARY SEAL ]


  
Notary Public  
Printed Name: TERRI L. WATSON  
My Commission Expires: 5/5/06

[ AFFIX NOTARY SEAL ]

of existing products, I am sure that the new hand held device can be engineered for manufacture and production.

We have read and understood the above description and witnessed how Tseng's new hand-held mouse device will function. We both understand its intended use and function.

David Bryant  
Paul Bryant

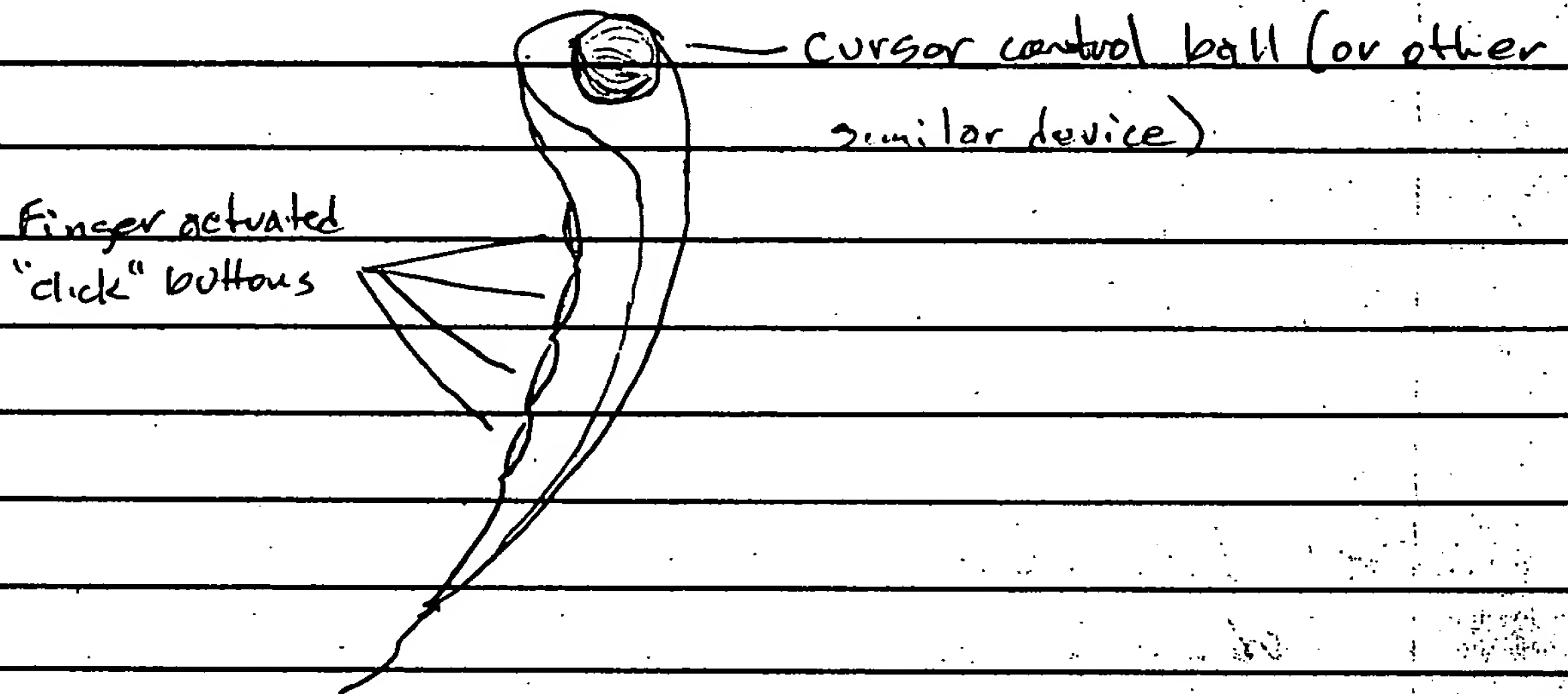
William Bryant  


After revealing my new invention to the Bryants, I began working on developing a physical model of clay to more accurately demonstrate the new and novel concepts of my new invention. I worked on developing a clay model that would fit into the grip of the hand comfortably and all the functions of the cursor control and "clicking" switches to fall naturally in concert with the ergonomics of the human hand.

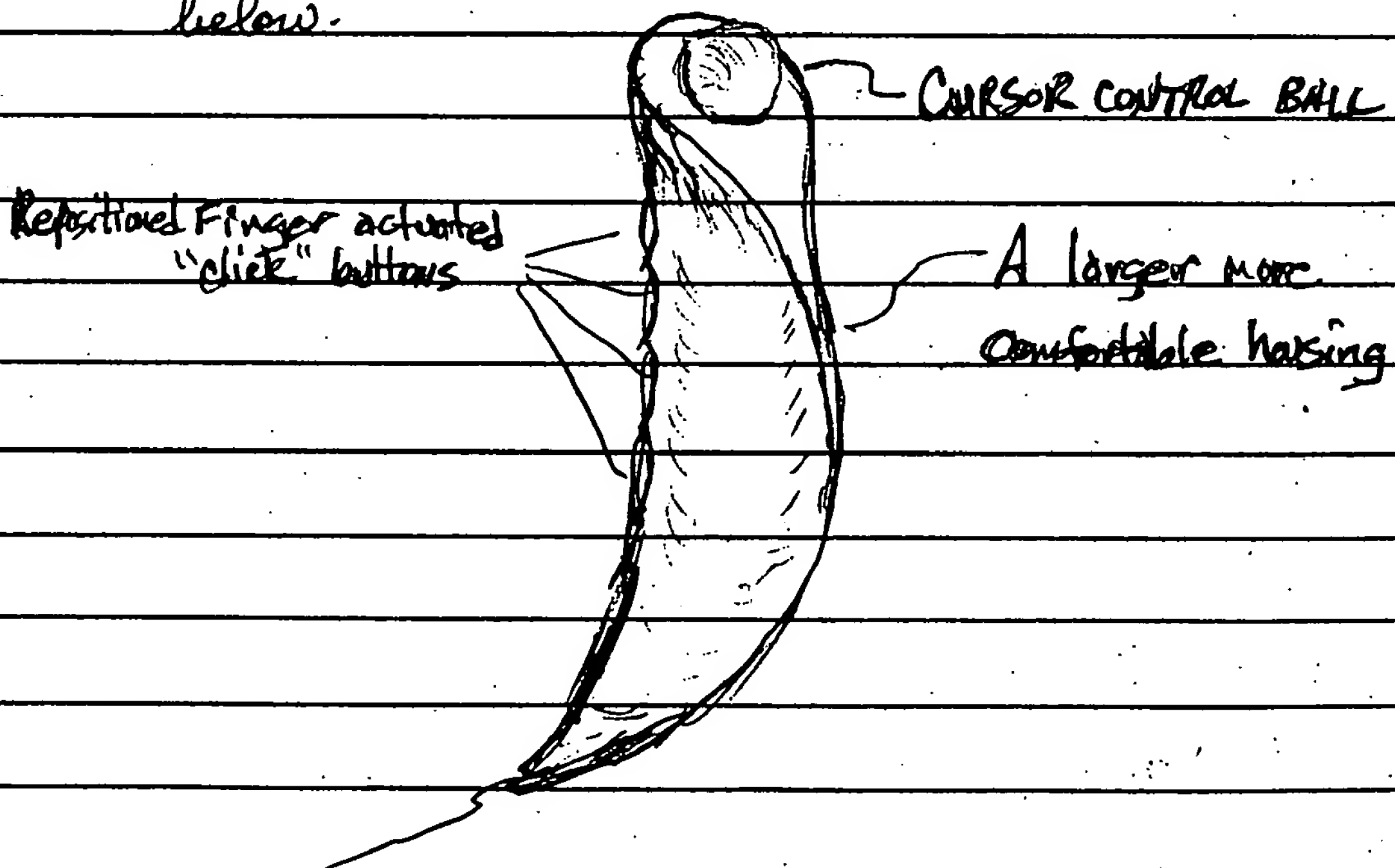
I used Van Aken International modeling clay as my medium to produce the initial models. It was easy to mold but proved to be unacceptable for a long term model since it didn't harden and would lose its shape and form when handled or allowed to rest for

periods of time.

The following drawing/sketch is similar to the resulting clay model I produced in May 1994:



In the months following the production of the above clay model I found a new medium called Sculpey® (which hardens when baked or heated). I continued to improve the design and feel of the model and produced a new model of clay (Sculpey) similar to the drawing/sketch below:



Mr. Terry L. Dellinger  
909 Hampton Trail  
Lilburn, Georgia 30047

To Whom It May Concern:

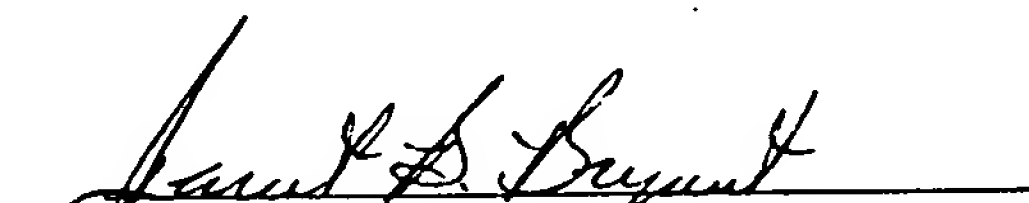
On or about September 17, 1994, Terry Dellinger showed us a clay model of a hand held computer mouse type device he had discussed with us in the past. The clay model of the device was a physical model of what he had demonstrated and described to us in earlier meetings.


We were able to hold the device in our hands and, with Terry's explanation since it was not a working model, to simulate its usage as a computer mouse device. We were able to understand how the hand held "mouse type device" would work and how it felt and fit in the grip of our hands. It appeared to be a workable solution for an alternative to a standard mouse device. We understand the explanation of how the device could and would be used as an alternative to the standard computer mouse device.

We have acknowledged our witness of this device in Terry's Journal and this letter is intended only to support that witnessing with a notarized document.


Sincerely,

  
William V. Bryant

  
Janet B. Bryant

  
Notary Public  
Printed Name: TERRI L. WATSON  
My Commission Expires: 5/5/06

[ AFFIX NOTARY SEAL ]

  
Notary Public  
Printed Name: TERRI L. WATSON  
My Commission Expires: 5/5/06

[ AFFIX NOTARY SEAL ]



The overall design of the new day model remains similar to earlier models and drawings, but the more precise positioning of the cursor control device and "click" switches under the fingers was improved. Also the size and natural fit in the grip of the hand were adjusted to be more comfortable and easier to use while in the grip of the hand.

We have read & understood the above description and seen the model Terry made of his new hand-held mouse device. The model is similar to the above second drawing.

William Bryant Janet Bryant  
William Bryant Janet Bryant

On or about September 20, 1994 I made a phone call to Microsoft Corporation. I spoke with a representative and inquired to see if Microsoft would be interested in looking at and evaluating my new mouse product. I was informed that Microsoft Corporation did not accept unsolicited information or products. I was told that there were standard corporate documents that must be read and agreed



to indicated by signature before any further discussion could take place. The representative indicated a package would be sent to me.

On or about October 3, 1994 I received a letter dated September 27, 1994 from Microsoft Corporation explaining company policy with regard to information and new product information from outside the company. My evaluation of the documents was that Microsoft wanted you to sign a release that would allow them to evaluate my new device without any protection for me and if they decided to proceed with the new device, they would decide what rights I had and if there would be any monetary rewards.

I discussed this letter and documents with my neighbor who is an attorney and his evaluation was that the Microsoft documents provided me no protection as written.

In the following months after the Microsoft letter, I continued to write and/or call known manufacturers/marketers of mouses such as Kensington. I received no response from companies other than the one from Microsoft Corporation.

Mr. Terry L. Dellinger  
909 Hampton Trail  
Lilburn, Georgia 30047

To Whom It May Concern:

On or about October 8, 1994, Terry Dellinger discussed with me as an attorney a letter and proposed contract he had received from Microsoft Corporation following a conversation he had with them regarding a hand-held mouse-like device he had invented.

Terry and I concluded that the wording of the letter and contract left Microsoft too much room such that they could choose to use the wording of the contract or letter to get out of paying him anything for his invention but still be able to find a way to use the idea (such as claiming they were already developing a similar product). Because of Microsoft's size and resources, if they chose not to treat him fairly, it would be prohibitively expensive to pursue any claim against them or to prove the idea came from him rather than from Microsoft's research and development department.

Terry decided not to risk pursuing development and distribution of his device through Microsoft.

Sincerely,



William V. Bryant



Notary Public

Printed Name: Terri L. Watson

My Commission Expires: 5/5/02

[ AFFIX NOTARY SEAL ]

However I continued to evaluate how to proceed with the development and marketing of my new mouse product with my extremely limited financial resources.

I spoke with engineering firms about the costs associated with the development of a mouse type product to the point of ready to deliver to a manufacturer. The estimated costs were \$30,000<sup>00</sup> to \$50,000<sup>00</sup> and I didn't have access to that kind of finances.

I spoke with patent attorneys and agents to see what it would cost to file and prosecute a utility patent for my new hand held mouse. The estimates I received ranged from \$3,000<sup>00</sup> to \$6,000<sup>00</sup> for initial filing with fees and double that with prosecution plus issue fees. Again the funds weren't available.

My evaluation and conclusion during the summer of 1995 was that I could only do what I could do on my own because of the costs involved.

In late summer 1995 I had visited the library to conduct research, bought books relating to patents like "Patent it Yourself" and discovered several web sites on the world wide web related to patents and how to do research on existing patents

and how best to protect your new idea on your own. During one of my internet sessions I discovered the USPTO's disclosure document program.

On September 5, 1995 I wrote up and sent the appropriate information required by the USPTO for filing a disclosure document.

On or about October 6, 1995 my disclosure document package was returned to me with USPTO dated stamps applied but no serial number sticker. It was returned due to a difference in the fee sent and the current charge.

On October 11, 1995 I repackaged the disclosure documents and sent them to the USPTO.

On or about November 9, 1995 I received a stamped dated and serialized copy of the disclosure documents as filed with the USPTO.



September 27, 1994

Terry L. Dellinger  
909 Hampton Trail  
Lilburn, GA 30247

Dear Dellinger:

This letter summarizes Microsoft Corporation's policies with respect to receipt of information and proposals from outside parties involving new products, technologies, ideas or other non-public information.

Before Microsoft can review your proposal and materials, you will need to sign and return two copies of the Microsoft Standard Reciprocal Non-Disclosure Agreement (a copy of which is enclosed) and this letter. Under the terms of this Non-Disclosure Agreement, both parties are obligated to maintain the confidentiality of certain information communicated by the other. However, neither party is restricted from any other use of such information, products, or technologies communicated in the course of our discussions. Please be advised that Microsoft may be considering development of certain products related to the information you communicate to Microsoft.

When and if we decide to proceed with a definitive project, we will document this with a formal legal agreement. Until then, it has been our experience that this arrangement works best to prevent any misunderstandings. To acknowledge that you have been advised of Microsoft's policies in this regard, please countersign this letter where indicated below and return a copy to me at the above address together with two signed copies of the attached Non-disclosure Agreement and your materials.

If you feel that you have a really great, world-class product, we would appreciate hearing from you again.

Sincerely Yours,

MICROSOFT CORPORATION

Peggy Knudson, CPS  
Administrative Manager  
Worldwide Product Group

Acknowledged:

\_\_\_\_\_  
(Print company name)

\_\_\_\_\_  
(Sign)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

MICROSOFT CORPORATION NON-DISCLOSURE AGREEMENT  
(STANDARD RECIPROCAL)

THIS AGREEMENT (the "Agreement") is made between MICROSOFT CORPORATION, a Washington corporation, and \_\_\_\_\_ ("COMPANY") and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

In consideration of the mutual promises and covenants contained in this Agreement, the mutual disclosure of confidential information to each other, the parties hereto agree as follows:

1. Confidential Information and Confidential Materials

(a) "Confidential Information" means nonpublic information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to released or unreleased Disclosing Party software or hardware products, the marketing or promotion of any Disclosing Party product, Disclosing Party's business policies or practices, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/or agents is covered by this Agreement.

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed Disclosing Party; (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. Restrictions

(a) Receiving Party shall not disclose any Confidential Information to third parties for five (5) years following the date of its disclosure by Disclosing Party to Receiving Party, except to Receiving Party's consultants as provided below. However, Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order, provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent.

(b) Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. Receiving Party may disclose Confidential Information or Confidential Material only to Receiving Party's employees or consultants on a need-to-know basis. Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants sufficient to enable it to comply with all the provisions of this Agreement.

(c) Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Materials from the confidential materials of others in order to prevent commingling.

(d) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. Rights and Remedies



(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the terms of this Agreement.

#### 4. Miscellaneous

(a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under Disclosing Party patents, copyrights, trademarks, or trade secret information.

(b) If either party provides pre-release software as Confidential Information or Confidential Materials under this Agreement, such pre-release software is provided "as is" without warranty of any kind. Receiving Party agrees that neither Disclosing Party nor its suppliers shall be liable for any damages whatsoever relating to Receiving Party's use of such pre-release software.

(c) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software -- Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Microsoft Corporation/One Microsoft Way/Redmond, WA 98052-6399.

(d) Both parties agree that they do not intend nor will they, directly or indirectly, export or re-export (i) any Confidential Information or Confidential Materials, or (ii) any product (or any part thereof), process or service that is the direct product of the Confidential Information or Materials to (A) any country that is subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, the Federal Republic of Yugoslavia (Serbia and Montenegro), Haiti, Iran, Iraq, Libya, North Korea, South Africa (military and police entities), and Syria), or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (B) to any end-user who either party knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons; or (C) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.

(e) The terms of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

(f) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and



signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(g) If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. This Agreement shall be construed and controlled by the laws of the State of Washington, and both parties further consent to jurisdiction by the state and federal courts sitting in the State of Washington. Process may be served on either party by U.S. Mail, postage prepaid, certified or registered, return receipt requested, or by such other method as is authorized by the Washington Long Arm Statute.

(h) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(i) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(j) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

#### 5. Suggestions and Feedback

Either party may from time to time provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "Feedback"). Both parties agree that all Feedback is and shall be entirely voluntary and shall not, absent separate agreement, create any confidentiality obligation for the Receiving Party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to the other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COMPANY: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MICROSOFT CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

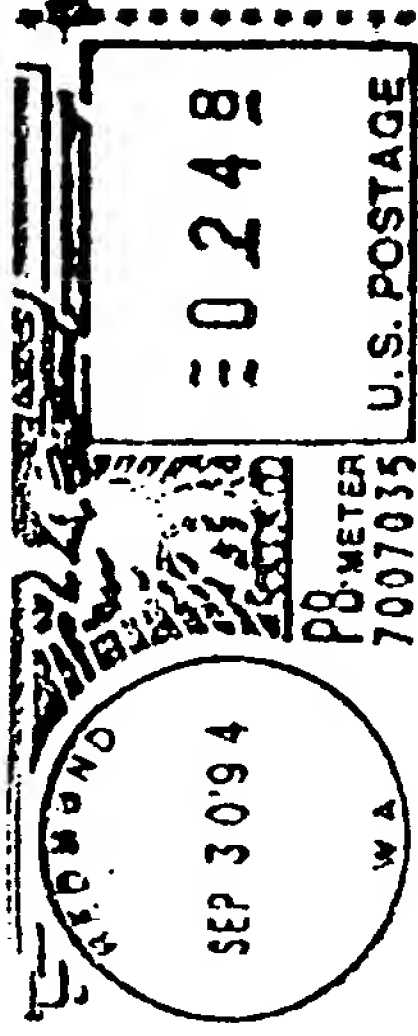
MS Contact: \_\_\_\_\_

12/10/93 LE911420.028

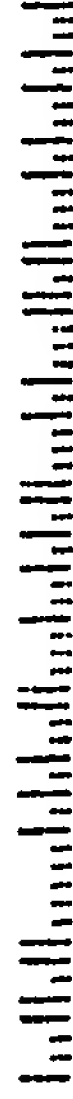
Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052-6399

**Microsoft**

PRESTATED  
FIRST CLASS



Terry L. Dellinger  
909 Hampton Trail  
Lilburn, GA 30247



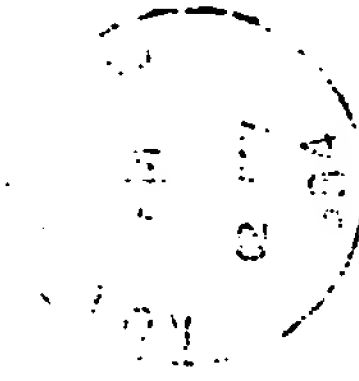
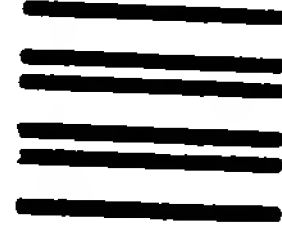
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WASHINGTON, D.C. 20231

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PENALTY FOR PRIVATE USE, \$300

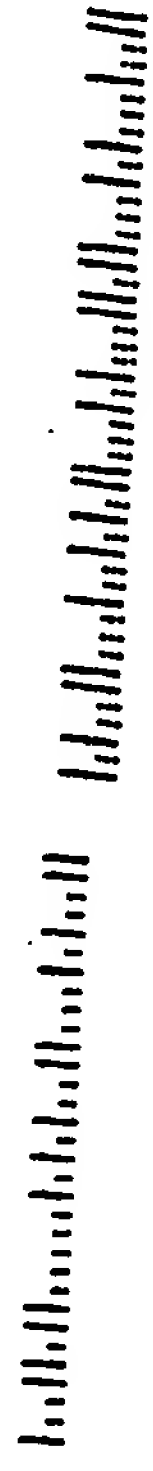
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*Materials ordered from  
JS/TO - Dated  
Nov 2, 1994*

3 Dellinger  
909 Hampton Trail  
Lilburn GA 30247



Can 7/10 p

1 of 10  
(less photo  
4-10)



September 5, 1995

Commissioner of Patent and Trademarks  
Box D.D.  
Washington, D.C. 20231

Dear Sir:

The undersigned, being the inventor of the disclosed invention, requests that the enclosed papers be accepted under the Disclosure Document program, and that they be preserved for a period of two years.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Terry Lee Dellinger".

Terry Lee Dellinger  
909 Hampton Trail  
Lilburn, GA 30247  
(770)923-8072

# **PALM BALL**

## **A computer accessory/pointing device**

### **Invention Description**

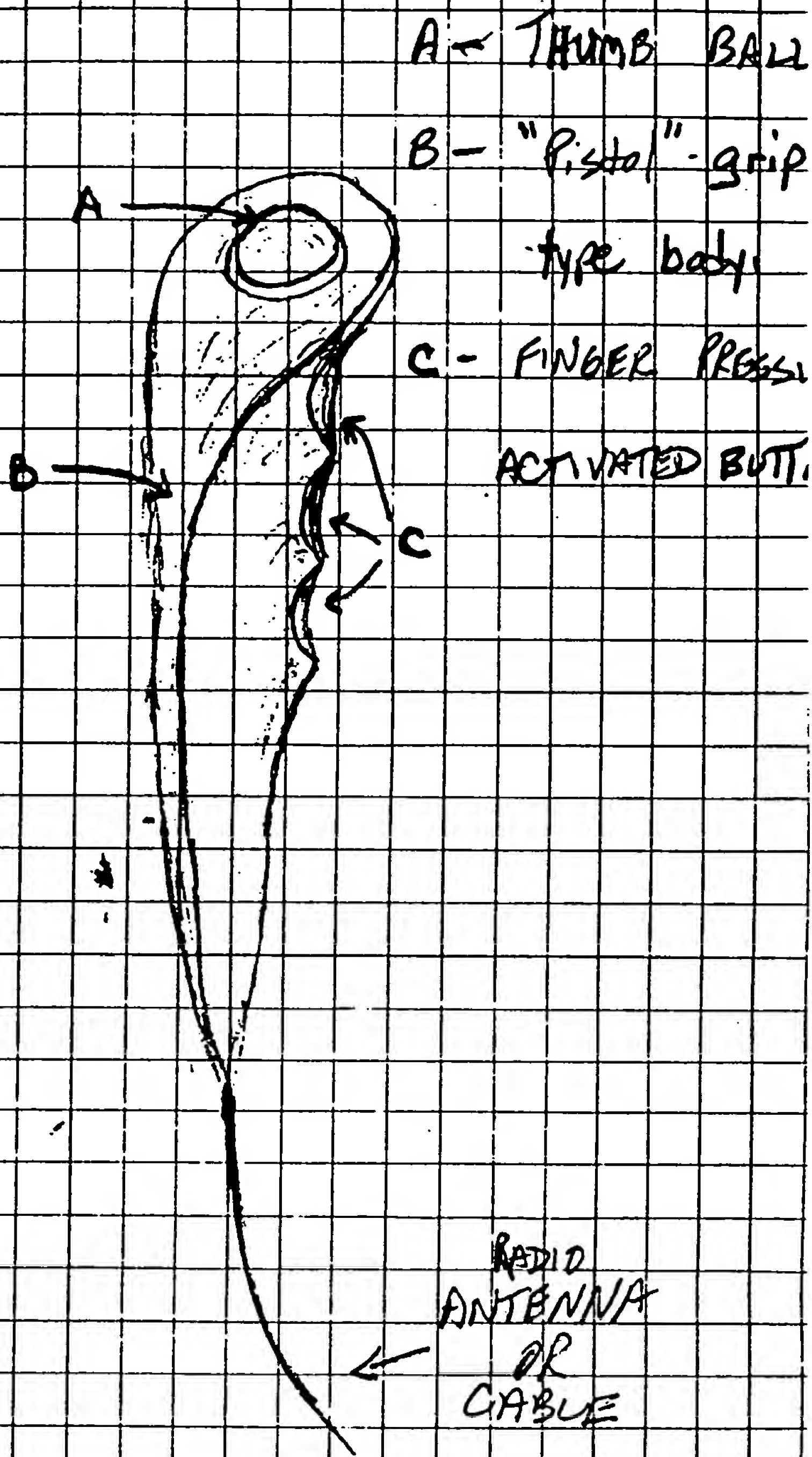
The following information is an attempt to describe the basic make up and operation of this invention. It is similar in function to a computer mouse or track ball in that its primary function is to allow the user to position the computer cursor on the monitor screen. It has a multi-piece housing, a roller ball for positioning the cursor (controlled by the thumb), and a printed circuit board to interpret the ball movement, transmit position information and interface with the host system. The device can be either hard wire connected or use one of several remote transmission methods (i.e., radio, infrared, etc.).

This device is intended to provide a better, more comfortable and easier to use tool to control the position of the cursor on a computer screen. It is held in the hand (left or right) in a similar manner as one would hold a pistol grip. The users thumb is positioned on top of the device and in contact with the positioning ball. The thumb rolls the ball in the direction the user wishes the cursor to move. The index and adjoining two fingers are in a natural position on the grip and on top of the inset buttons (switches) that serve as the function buttons. The index finger button serving as the "left mouse button", the next finger button as the "right mouse button" and the third finger button a special function button. The advantages of this device are many. Some of them are:

- 1 - It requires no desk space
- 2 - The users hand is free to be in any position (unlike a mouse or track ball)
- 3 - The user may sit away from the computer and still control the mouse with this device
- 4 - The design is shaped to the human hand and therefore should be more comfortable for long term use.
- 5 - The design should prove to be ergonomically correct and cause less stress with long term use
- 6 - The device is right and left handed
- 7 - The design allows for precise control of the cursor (or crosshair) which should prove to be extremely important in graphics and design work

The production of the product should be relatively simple by producing a formed multi-piece housing in plastic, having the printed circuit board manufactured to the required specifications, along with the roller ball, and having the unit assembled.

COMPUTER ACCESSORY  
- POINTING DEVICE



DRAWING SIZE  
ONLY APPROXIMATE

Inventor:

TERRY DELLINGER  
909 HAMPTON TRAIL  
LILBURN, GA 30247  
(770) 923-8072







# CLAY MODEL

4 of 10

Right hand holding clay model showing  
grip and finger positions on buttons and  
roller ball.



---

## CLAY MODEL LEFT SIDE

5 of 10



---

## CLAY MODEL

10 of 10

View from left side above back.





1 of 10  
(no photos)  
4-10

DISCLOSURE DOCUMENT NO.

382991

FILING FEE: \$10.00

RETAINED FOR 2 YEARS

THIS IS NOT A PATENT APPLICATION

October 10, 1995

Commissioner of Patent and Trademarks  
Box D.D.  
Washington, D.C. 20231

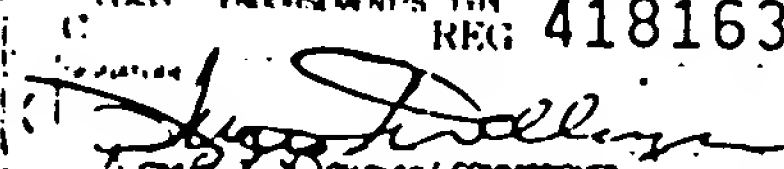

Dear Sir:

The undersigned, being the inventor of the disclosed invention, requests that the enclosed papers be accepted under the Disclosure Document program, and that they be preserved for a period of two years.

Respectfully submitted,

Terry Lee Dellinger  
909 Hampton Trail  
Lilburn, GA 30247  
(770)923-8072

Sent 2nd time w/ correct  
fees and received  
this registered copy.

005257164		02-25-97		CATALOGS	
LAST DELLINGER, TERRY LEE		FIRST 909 HAMPTON TRL		DATE 11/16/95	
LILBURN		GA 30247-2653		23-8072 STATUS	
SEX M		BIRTHDATE 02-25-47		<input type="checkbox"/> GT FACULTY	
EXAM DATE 01-29-93		COUNTY 067		<input type="checkbox"/> GT STUDENT	
HEIGHT 5-10		WEIGHT 205		<input checked="" type="checkbox"/> OTHER	
FEET 37		FEE 1500			
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CLASS ENROLLMENT'S TIME REG 41816300					
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PATENTS. For better service, please list patent numbers in order. (Descending)

D 361 551 <i>Football</i>	95-34C	5,428,367	1	✓	5,394,168	1	1
D 361 558 <i>Football</i>		5,428,369	1	✓	<del>5,457,580</del>		95-41
D 361 557 <i>Football</i>		5,433,407	1	✓			
D 361 556 <i>Football</i>		5,442,399	1	✓			
D 359 479 <i>Football</i>	95-25C	5,444,462	1	✓			
D 359 278 <i>Football</i>	95-26C	<del>5,457,485</del>	1	✓	95-42C		
D 359 277 <i>Football</i>	95-24C	5,339,095	1	✓			
D 359 037 <i>Football</i>	95-23C	5,218,771	1	✓			
D 358 143	1	5,453,759 <i>ALL</i>	1	✓	95-39C		
5,398,044	1	5,457,480 <i>115</i>	1	✓	95-41B		
5,407,285	1	<del>5,457,485</del>	1	✓	95-42A		
5,414,420	1	5,457,479 <i>119</i>	1	✓	95-41B		
5,414,422	1	5,296,838	1	✓			
5,414,445	1	5,019,677	1	✓			
5,428,355	1	5,367,315	1	✓			

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\*CODES: STANDARDS


MIL = MILITARY/FEDERAL

ALL OTHERS - Use initials of organization.

VENDOR CATALOGS

MC = MASTER CATALOGS

PC = PRODUCT COMPARISON

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# *Siemens Patent Services, L.C.*

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4600 Duke Street ♦ Suite 328 ♦ Alexandria, Virginia 22304 U.S.A.  
Local/International 703-370-6282 ♦ Toll Free 888-685-5226 ♦ Fax 703-370-6284

TERRY L. DELLINGER  
909 Hampton Trail  
Lilburn, Georgia 30047

November 2, 2001  
(Express Mail)

Re: Patent Application for  
HAND-HELD TRACKBALL COMPUTER POINTING DEVICE

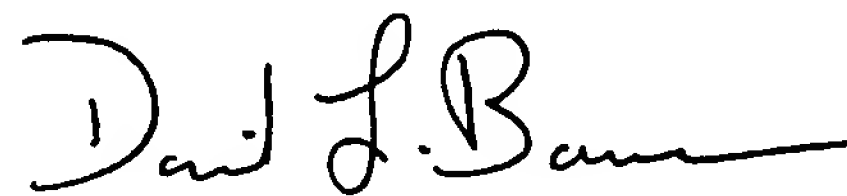
Dear Mr. Dellinger:

Enclosed is a copy of the final draft of the patent application which has been prepared for you.

Please carefully review the application and, if all is in order, sign and date the two formal documents. Then return all papers to me. Upon receipt of the executed application and the balance of \$1250 and the filing fee of \$370.00, we will promptly file it in the Patent and Trademark Office. Please note that the payment of the filing fee should be made in a separate check for \$370 made out to the Commissioner of Patents and Trademarks.

Awaiting your counsel, I am

Very truly yours,  
SIEMENS PATENT SERVICES, L.C.



David L. Banner  
Registered Patent Agent

DLB:mts  
Enclosure

Nov. 9, 2001

Maime Smith  
Siemens Patent Services

Maime,

I received the fax for the amended  
patent application for the hand-held mouse.

After review, it seems as though  
everything meets my approval for filing.

Let's do it!

Call if you need anything else.

Regards,  
Tony Dillinger

# NuWidgets

A New Product Innovation, Development, and Marketing Company

November 28, 2001

Mr. Ron Docie  
Hopewell Cooperative, Inc.  
73 Maplewood Drive  
Athens, Ohio 45701

*Follow up with Ron Docie  
after the COMDEX Show in  
Las Vegas.*

Dear Ron,

Sorry it's taken this long to get this results to you from the Comdex show. I got caught up in the craziness of the idiot that ran through the Atlanta airport, spent 10 ½ hours on an airplane and got home at 6am Saturday morning instead of 11pm Friday night. Then we had a 3 day week upon my return and I had to get my construction business back in line. Well, enough of the excuses.

I have sent you some documents generally relating to the fields of invention we discussed on the phone while I was in Las Vegas. I have tried to mark the documents with postits to show the pertinent information that may relate to one of the items we discussed.

The information on the "micc" related products were just to show you where the market seems to be concentrating. It appears that giving the mouse additional features and capabilities seems to be the wave of new products and hardly any attention is being given to the "ergonomic design" especially by the few major players who were in attendance at the conference.

There weren't any products at the show that I was able to scout out that remotely related to my invented mouse, nor the other pointing devices (hand held mouse or two finger "ring type" mouse) I discussed with you on the phone. However, I can remember seeing a ring type pointing device years ago and think that I have a copy of the patent and/or product literature. I'll try to locate that information when I get a minute to catch my breath.

I saw very few items related to the "monitor surround" you mentioned to me on the phone. I did see one device (literature enclosed) that was an organizer that fitted around the monitor.

I have not had time to follow up with either tracing down potential licensees that were not in attendance at the convention, nor the time to follow up with contacts made at the show for possible licensing, engineering, partnering, or prototyping/manufacturing my mouse product.

If you would consider it, I may want to barter some of our unresolved "deal" time for you to do some research/fact finding for me on some of the companies that weren't at the show and to discuss some of the possibilities I may need to pursue with some of the contacts I made at the show.

I will call you when I have a little time I can spend on the phone, but call me if you have questions about the show or the brochures I'm sending.

Regards,

Terry L. Dellinger  
President  
sms/enclosures

*1 - hand held mouse - me  
2 - " " " - other  
3 - Ring (two finger) mouse  
4 - Monitor Surround  
5 - Arm Rest  
6 - chair*

P.O. Box 3030  
Lilburn, GA 30048  
Phone: (770) 381-9750

www.NuWidgets.com  
Pgr/Msg: 1-800-757-7922 (Toll free)

909 Hampton Trail  
Lilburn, GA 30047  
Fax: (770) 381-2170



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## Georgia Tech



## Economic Development Institute

**PAUL J. TODD**

Project Manager  
Georgia Tech Regional Office  
688 Walnut Street  
Macon, Georgia 31201  
PHONE 478-751-6362 FAX 478-751-6363  
EMAIL: paul.todd@edi.gatech.edu  
http://www.edi.gatech.edu

**Contour Design, Inc.**  
10 Industrial Drive  
Windham, NH 03087  
Tel: 603-893-4556 ext. 1226  
Fax: 603-893-4558  
Email: kim@contourdesign.com  
Website: www.contourdesign.com

**Kim Adams**

*L1031*

## AXXION

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**Art Estrada**

O.E.M. Account Manager

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Phone (915) 225-8924 • FAX (915) 225-7924  
E-mail: aestrada@axxion.com

## Chic

**Eva Lin**

OEM Sales Manager  
PC Peripheral Div.

**Chic Technology Corp.**

**Headquarters:**  
16F, No. 150, Chien-I Road, 235 Chung  
Ho City, Taipei Hsien, Taiwan, R.O.C.  
Tel: 886-2-82265111(rep).ext.156  
Fax: 886-2-82265222/82265777  
Email: evalin@chic.com.tw  
http://www.chic.com.tw  
Mobile Phone: 886-915-535-081

**Factory:**  
Xiwang Industrial Park, Tian Tang  
Wei Feng Gang, Dongguan,  
Guangdong, China  
Tel: 86-769 775 9700 -13  
Fax: 86-769 775 9714 -15

*Some of the business cards of people I  
spoke with about the possibility of licensing,  
joint venture or just manufacturing my invention at  
shows or conferences I attended.*



Planning, Analysis, and Engineering for Advanced Systems  
Development of Innovative Technologies

**Dick Snow**

SPARTA, Inc.  
4901 Corporate Drive, Suite 102  
Huntsville, AL 35805  
email: snow@huntsville.sparta.com

TEL: (256) 837-5282  
Ext. 1486  
FAX: (256) 830-0287



**Kelly B. McGuire**  
Office of Research and Technology Applications  
Aviation & Missile Research, Development, & Engineering Center

U.S. Army Aviation & Missile Command  
ATTN: AMSAM-RD-AS-TI, Bldg. 5400  
Redstone Arsenal, AL 35898-5000

Phone: (256) 876-8743  
DSN 746-8743  
FAX: (256) 955-6529  
DSN 645-6529  
Pager: (256) 876-9376 ext. 1603  
kelly.mcguire@rdec.redstone.army.mil



National Aeronautics and  
Space Administration

**Al Jordan**  
Technology Transfer Office

George C. Marshall Space Flight Center  
Mailcode CD30  
Marshall Space Flight Center, AL 35812  
Email: [al.jordan@msfc.nasa.gov](mailto:al.jordan@msfc.nasa.gov)

Office: (256) 544-6532  
Fax: (256) 544-4810



National Aeronautics and  
Space Administration

*Lynn Garrison (no card with her)*  
~~Al Jordan~~  
Technology Transfer Office

George C. Marshall Space Flight Center  
Mailcode CD30  
Marshall Space Flight Center, AL 35812  
Email: [al.jordan@msfc.nasa.gov](mailto:al.jordan@msfc.nasa.gov)

Office: (256) 544-6532  
Fax: (256) 544-4810



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Phone: (301) 937-0888  
Facsimile: (301) 937-0204

*Cards of persons in attendance at a meeting  
in Huntsville, Alabama on October 2, 2002.  
We discussed potential uses of my cursor control  
mouse type device by NASA and the Army.*

1 My notes from 10/2/02  
trip to Huntsville.

October 2, 2002

Road trip to Huntsville, AL today for a 2:00 PM meeting with: Kelly McGuire, Office of Research and Technology Applications, U.S. Army Aviation & Missile Command; Al Jordan, Technology Transfer Office, National Aeronautics and Space Administration (NASA); Lynn Garrison, SBIR/STTR, NASA; Brian Johnson, MSFC, NASA; and Dick Snow, SPARTA, Inc. (Prime Government Contractor), Huntsville, AL.

The meeting was held in Building 4732, room 216 (Technology Transfer Conference Room) located on Rideout Road inside Gate 9 at Redstone Arsenal, AL.

The meeting informally began before the arrival of Kelly McGuire. Brian Johnson joined the group as the discussion started with how the confidentiality of disclosed materials would be addressed and protected. I presented the group with a confidentiality agreement to review and sign. Al Jordan said he saw no reason not to sign personally, but that he remembered a recent meeting where it was recommended that no confidentiality agreements be signed on behalf of the Federal Government. He said that there was a standing recognition that all employees involved in the areas of technology transfer were under an obligation to confidentiality by virtue of their jobs. During the discussion, Mr. McGuire joined the group. It was discussed amongst the group as to the Federal Governments guidelines that bound them to confidentiality and non-disclosure of information presented in meetings where new inventions and new technology was to be revealed. They presented me with enough evidence (that they could be fired, fined and jailed for improper disclosure) for me to conclude that their signature on my confidentiality agreement was not needed. However, Mr. Dick Snow did sign the agreement.

The meeting continued with the introduction of my new hand (palm) held mouse as the group was shown a variety of molded materials from hardened molding clay to a rubbery lightweight foam version. There were five (5) varieties in all and six (6) models. I presented the group with the electronics and mechanical innards from another product that would fit into the new proposed mouse device and that it was definitely feasible to conclude that the necessary electronics could easily fit into my new device. It was mentioned that the device was in a patent pending stage.

The group agreed that the new device was conceptually acceptable as to its use and manufacturability. Then the discussions opened up into various uses that could be made of the device including the standard use as a mouse in various environments such as a soldier in an Army field environment and possible use in space especially in a weightless environment by the Astronauts in suits. The discussions then proceed into the uses of the device in areas where the device could be used as a controller for various applications by the Army and NASA. Specifically mentioned was the use of the device to control airborne robots or drones, unmanned aircraft and missiles, ground based or wheeled robots and various other uses that could be made of the device as a controller device.

It was mentioned that the SBIR program was closed for the year 2002 and that aspect of helping me to develop the product further was probably not a possibility until next year's program was in place.

There were various other possibilities mentioned including using the labor force (engineers) and the laboratory facilities at Redstone (and/or other sites) to further develop the product. Also the possibility of working with one of the governments "Prime Contractors" (one that was specifically mentioned was Boeing) to develop the product outside the government umbrella with some kind of cooperative agreement.

Kelly McGuire left a few minutes before the actual end of the meeting. The meeting was concluded with a majority of the group completing a questionnaire on their personal feelings about the mouse device. Brian Johnson kept his questionnaire to fill out and mail to me.

The follow-up to the meeting is that Al Jordan and Kelly McGuire (informed by Dick Snow or Al Jordan) are to generate an email to me listing the possible uses they each see for the device in each of their respective areas and for what groups within those areas. From that information I am to generate a "white paper" describing the potential use of the device to address the applications and what kind and amount of help is needed to develop the product to meet the needs of the various defined uses.

Someone (possibly Al Jordan or Brian Johnson) was also going to send me a "model" of a written white paper to use as a guideline in preparation of my white papers.

NAME

DEPT/TITLE

DATE

Brian Johnson

NASA/MSFC CD30

10/2/02

AL JORDAN

NASA/MSFC CD30

10/2/02

Sign in sheet • Lynn Garrison and



Kelly McGuire came late and did  
not sign in.

## Confidentiality Agreement

On October 2, 2002, Terry L. Dellinger ("INVENTOR") will disclose "INFORMATION" (know-how, patented or patent pending inventions, designs, trade secrets, trademarks, copyright material, etc.), which INVENTOR considers to be a valuable commercial asset relating to "INVENTION" [a hand held computer pointing device (another style of "mouse")]. Said device's primary purpose is to control the position of the pointer as displayed on a computer screen and take action thereon (left/right click, scrolling).

The purpose of the disclosure is to allow confidential disclosure and communications between the INVENTOR and the "SIGNERS" (persons with signatures below) to discuss the development, marketing, and other relevant issues with respect to said INVENTION. This is not an offer to sell.

- 1) No obligation, either express or implied, is assumed by either party except for confidentiality and secrecy.
- 2) SIGNERS agree that the disclosed INFORMATION will be held in strict confidence. The INFORMATION will only be disclosed to other person(s) on a need-to-know basis and then solely for the purpose of furthering the development, marketing or other relevant issues associated with the INVENTION and only then when the informed person(s) agree to be bound under the same terms of this agreement.
- 3) SIGNERS shall not be bound to secrecy when documentation can be provided that said INVENTION or INFORMATION was a) previously developed by others, or b) previously disclosed by others completely independent of this or other prior disclosures by the INVENTOR, or c) if said INVENTION or INFORMATION is found in the public domain.

Signature	Title	Date
<u></u>	<u></u>	<u>2/OCT/02</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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*Dick Snow of Sparta (Primary Contractor)  
signed disclosure agreement - others at the meeting  
convinced me they were under obligation by the  
Fed. Government to secrecy of information divulged at these  
meetings.*

# *Siemens Patent Services, L.C.*

---

4600 Duke Street ♦ Suite 328 ♦ Alexandria, Virginia 22304 U.S.A.  
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Mr. Terry Dellinger  
909 Hampton Trail  
Lilburn, Georgia 30047

October 20, 2001

Dear Mr. Dellinger:

We would like to thank you for taking the time to speak with us at the Yankee Invention Expo. Enclosed please find our complete brochure.

We are sorry to inform you that your name was not drawn as a winner of a free search. However, we would like to offer you a discount of \$50.00 on your first search conducted by our office. Please be sure to mention this discount or enclose a copy of this letter at the time you initiate your search.

Please feel free to contact us at any time if we can be of further assistance.

Sincerely,

William Siemens  
Ed Smith



11-5-2001

Maxine,

Here's the signed papers as  
requested.

I think this completes all you  
need to file the patent application.

Regards,

Greg Kelleys

**VERIFIED STATEMENT (DECLARATION) CLAIMING SMALL ENTITY STATUS**  
**[37 CFR 1.9(f) and 1.27(b)] - INDEPENDENT INVENTORS**

As a below named inventor, I hereby declare that I qualify as an independent inventor as defined in 37 CFR 1.9(c) for purposes of paying reduced fees under sections 41(a) and (b) of Title 35, United States Code to the United States Patent and Trademark Office with regard to the invention entitled: **HAND-HELD TRACKBALL COMPUTER POINTING DEVICE**

described in

- ☒ the specification filed herewith  
☐ application serial number \_\_\_\_\_ filed \_\_\_\_\_  
☐ patent number \_\_\_\_\_ issued \_\_\_\_\_

I have not assigned, granted, conveyed or licensed and am under no obligation under contract or law to assign, grant, convey or license, any rights in the invention to any person who could not be classified as an independent inventor under 37 CFR 1.9(c) if that person had made the invention, or to any concern which would not qualify as a small business concern under 37 CFR 1.9(d) or a nonprofit organization under 37 CFR 1.9(e).

Each person, concern, or organization to which I have assigned, granted, conveyed or licensed or am under an obligation under contract or law to assign, grant, convey or license any rights to this invention is listed below:

- ☒ no such person or organization  
☐ persons, concerns or organizations listed below\*

\*Note: Separate verified statements are required from each named person, concern or organization having rights to the invention averring to their status as small entities. (37 CFR 1.27)

FULL NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_  
[ ] Individual [ ] Small Business Concern [ ] Nonprofit Organization

FULL NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_  
[ ] Individual [ ] Small Business Concern [ ] Nonprofit Organization

I acknowledge the duty to file, in this application or parent, notification of any change in status resulting in loss of entitlement to small entity status prior to paying, or at the time of paying, the earliest of the issue fee or any maintenance fee due after the date on which status as a small entity is no longer appropriate. [37 CFR 1.28(b)]

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this verified statement is directed.

Full name of sole inventor: **Terry L. Dellinger**

Inventor's signature: \_\_\_\_\_

Date: November 5, 2001

## DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am an original, first and sole of the subject matter which is claimed and for which a patent is sought on the invention entitled **HAND-HELD TRACKBALL COMPUTER POINTING DEVICE**, the specification of which is attached hereto.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a).

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s): **NONE**

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56(a) which occurred between the filing date of the prior application and national or PCT international filing date of this application:

Prior United States Application(s): **NONE**

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this verified statement is directed.


**POWER OF ATTORNEY:** As a named inventor, I hereby appoint the following Agent to prosecute this application and transact all business in the Patent and Trademark Office connected therewith:

David L. Banner  
Registration No. 39,898

Send Correspondence to: David L. Banner  
PO Box 2607  
Fairfax, VA 22031

Direct Telephone calls to: David L. Banner  
(703) 370-6282

Full name of sole inventor: **TERRY L. DELLINGER**

Inventor's signature:   
Residence: 909 Hampton Trail, Lilburn, Georgia 30047  
Post Office Address: Same  
Citizenship: United States of America

Date:

*November 5, 2001*



USA Airbill

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Tracking  
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1 From Please print and print hard  
Date 11-06-01 Sender's FedEx Account Number 2403-8340-3  
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Company  
Address 909 Hampton Trail  
City Lilburn State GA ZIP 30047

2 Your Internal Billing Reference OPTIONAL  
First 34 characters will appear on invoice.

3 To Recipient's Name Maxine Smith Phone 703 370-6282  
Company Siemens Patent Services, LLC  
Address 4600 Duke St S/328  
City Alexandria State VA ZIP 22304

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☐ FedEx Standard Overnight Next business afternoon  
☐ FedEx First Overnight Earliest next business morning delivery to select locations  
☐ FedEx 2Day Second business day  
☐ FedEx Express Saver Third business day  
☐ NEW FedEx Extra Hours Later drop-off with next business afternoon delivery to select locations

## 4b Express Freight Service

☐ FedEx 1Day Freight\* Next business day  
☐ FedEx 2Day Freight Second business day  
☐ FedEx 3Day Freight Third business day

\* Call for Confirmation

## 5 Packaging

☒ FedEx Envelope\*  
☐ FedEx Pak\* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak  
☐ Other Pkg. Includes FedEx Box, FedEx Tube, and customer pkg.

## 6 Special Handling

☐ SATURDAY Delivery Available ONLY for FedEx Priority Overnight and FedEx 2Day to select ZIP codes  
☐ HOLD Weekday at FedEx Location (Not Available for FedEx First Overnight)  
☐ HOLD Saturday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations

Does this shipment contain dangerous goods?  
One box must be checked.

☒ No  
☐ Yes As per attached Shipper's Declaration  
☐ Yes Shipper's Declaration not required  
☐ Dry Ice Dry Ice, & UN 1845  
☐ Cargo Aircraft Only

## 7 Payment Bill to:

☒ Sender Acct. No. in Section 1 will be billed.  
☐ Recipient  
☐ Third Party  
☐ Credit Card  
☐ Cash/Check

FedEx Acct. No. Credit Card No. Exp. Date

Total Packages 1 Total Weight Total Declared Value \$ .00

\* Our liability is limited to \$100 unless you declare a higher value. See back for details.

## 8 Release Signature

Sign to authorize delivery without obtaining signature.

By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

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SUBTOTAL	16.95
SALES TAX	1.00
TOTAL	17.95
CASH	20.00
CHANGE	2.05

Copy of my patent application  
a few days before  
~~the~~ my thesis's  
publication date.

## HAND-HELD TRACKBALL COMPUTER

### POINTING DEVICE

#### Field of the Invention:

The present invention relates to computer pointing  
5 devices and, more particularly, to a hand-held,  
trackball type pointing device.

#### BACKGROUND OF THE INVENTION

##### Discussion of the Prior Art

10 Computer systems have now invaded virtually every  
are of human endeavor, most being equipped with a  
Graphic User Interface (GUI). A GUI assumes that the  
user thereof is equipped with what is generically  
referred to as a pointing device. Pointing devices are  
15 used to move a cursor around on a computer screen. In  
addition to providing cursor movement, pointing devices  
are typically equipped with one or more switches,  
buttons or similar devices to allow "clicking" on a

## Confidential

November 21, 2001

Dr. J.H. Hetherington  
Senior Vice President  
P.I. Engineering, Inc.  
101 Innovation Parkway  
Williamston, Michigan 48895

Dear Dr. Hetherington:

It was a pleasure to meet with you Thursday, November 15, 2001 in Las Vegas at COMDEX 2001. I was the representative from NuWidgets who talked with you and showed you the clay model of the hand held computer mouse.

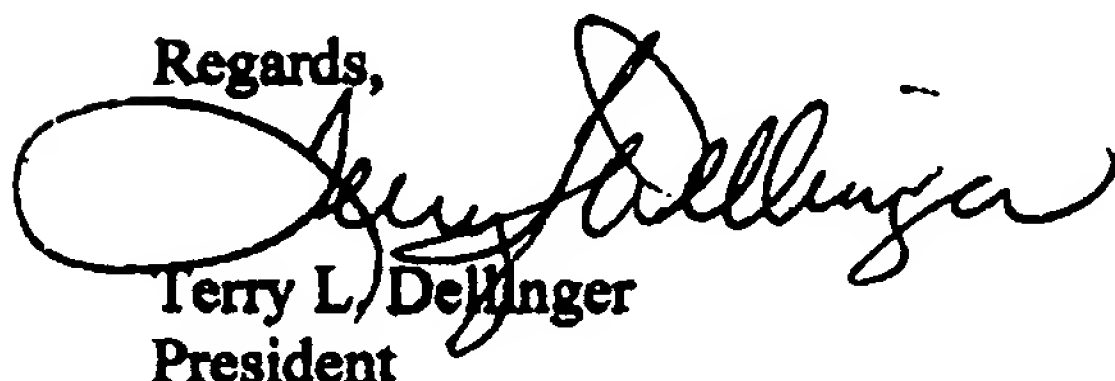
I spoke with you at length about some of the concerns you pointed out about engineering the mouse. You mentioned that the ball mechanism might be difficult to incorporate into the design as presented in the model. You also pointed out that in the IR and RF versions there might be some concern with power consumption/requirements.

I revealed this product to you after you told me that you would consider working with me on the engineering of this product and that you and P.I. Engineering would have no problem signing a non-disclosure agreement.

I have enclosed a non-disclosure agreement for your signature and look forward to receiving the signed contract. Upon receipt of the signed non-disclosure agreement, I will be in touch with you to better define the scope of work you may be interested in providing for me on this project.

I look forward to your swift response for I am anxious to pursue the development of this product.

Regards,



Terry L. Dellinger  
President

Encl/sms

P.O. Box 3030  
Lilburn, GA 30048  
Phone: (770) 381-9750

Pgr/Msg: 1-800-757-7922 (Toll free)

909 Hampton Trail  
Lilburn, GA 30047  
Fax: (770) 381-2170



First Page -  
who -

## **Nondisclosure Agreement**

### **Parties.**

This Nondisclosure Agreement (the "Agreement") is entered into by and between Terry L. Dellinger, NuWidgets, 909 Hampton Trail, Lilburn, GA, 30047 ("disclosing party") and P.I. Engineering, Inc., 101 Innovation Parkway, Williamston, Michigan 48895, ("receiving party") for the purpose of preventing the unauthorized disclosure of Confidential Information (as defined below).

### **Summary.**

Disclosing party may disclose confidential and proprietary trade secret information to receiving party. The parties mutually agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (the "Confidential Information").

### **Definition of Confidential Information (Written or Oral).**

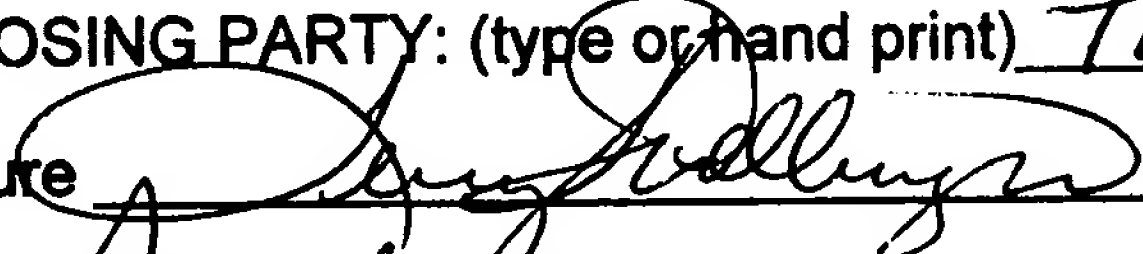
For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged. In the event that Confidential Information is in written form, the disclosing party shall label or stamp the materials with the word "Confidential" or some similar warning. In the event that Confidential Material is transmitted orally, the disclosing party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.


### **Exclusions from Confidential Information.**

Receiving party's obligations under this Agreement shall not extend to information that is: (a) publicly known at the time of disclosure under this Agreement or subsequently becomes publicly known through no fault of the receiving party; (b) discovered or created by the receiving party prior to the time of disclosure by disclosing party; or (c) otherwise learned by the receiving party

LAST Page  
w/ Signatures / Dates

this Agreement, shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The prevailing party shall have the right to collect from the other party its reasonable costs and attorneys fees incurred in enforcing this agreement. Any such arbitration hearing shall include a written transcript of the proceedings and a written explanation for any final determination. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

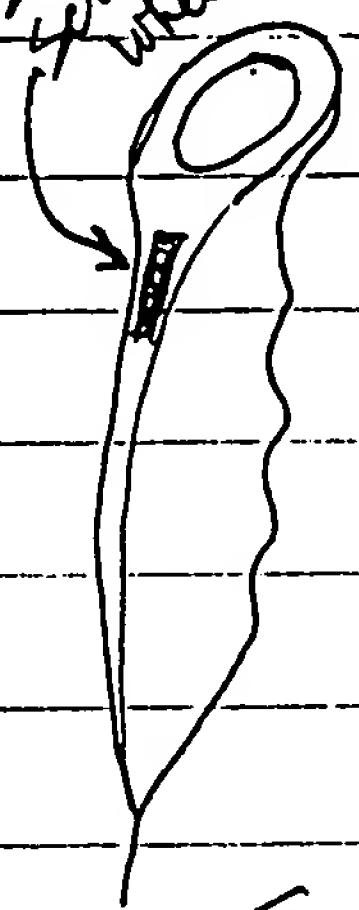
DISCLOSING PARTY: (type or hand print) TERRY L. DELLINGER  
Signature   
Date: November 21, 2001

RECEIVING PARTY: (type or hand print)   
Signature MICHAEL HEFNER  
Receiving Party's Title PRESIDENT  
Date: 12-18-01

1st simple  
2nd situation  
3rd wheel  
4th situation  
5th device

- Interlink patent -

5/21/02 P.I. Engineering



- Remind of project

- want to engineer
- housing
- pc board

System supports - Software - XY scroll -

Phase I - w/cord PS/2 & USB <sup>Comb</sup>  
Phase II - RF 2pas!

- 1 - Microsoft - mil/mo
- 2 - Logitech - mil/mo
- 3 - Kensington - not even done recognized

Your schedule - when can start  
Time to do  
How long expected

Need to <sup>8000 BE</sup>  
UNITS <sup>1500 mo</sup>  
- 30,000 -

X - Key  
Y - Mouse

Contracts / Payments 4 yrs & 4 mil  
20-40K electronics

\* Need to contact Industrial Design Engineer  
they will specify board size & requirements

What do I get at end?

Eng. Drawings, CAD Files, Prototype

Personal Notes I took in  
phone conversation w/ Michael  
Hetherington about my  
mouse device.



P.I. Engineering, Inc.

"The No Slogan Company"

Dr. Michael Hetherington

President

101 Innovation Parkway  
Williamston, Michigan 48895-1663  
800/628-3185, 517/655-5523  
fax 517/655-4926

michaelh@ymouse.com  
www.ymouse.com



P.I. Engineering, Inc.

"The No Slogan Company"

Dr. J.H. Hetherington

Sr. VP Engineering

101 Innovation Parkway  
Williamston, Michigan 48895-1663  
800/628-3185, 517/655-5523  
fax 517/655-4926

info@ymouse.com  
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*son PRES*  
*Mike* *8:30 Quen*  
*Ext*  
*Marge* *MKT*

*ACK*  
*\$150 ER*  
*120-45K*

*Docie Marketing™*  
*A Division of Hopewell Cooperative, Inc.*  
*73 Maplewood Dr.*  
*Athens, Oh 45701*  
*USA*

Ph: 740 594-5200 Fx: 740 594-4004 E: docie@docie.com Web: <http://docie.com>

April 30, 2003

Terry Dellinger  
909 Hampton Trail NW  
Lilburn, GA 30047

Re: Handheld Mouse

Dear Terry,

This letter is to confirm that on October 12, 2001 in Waterbury Ct you showed me a handheld Mouse with features including single hand operation and buttons underneath and opposite the side that the ball is on; the ball being used by the thumb. Can be used by both right and left as easily.

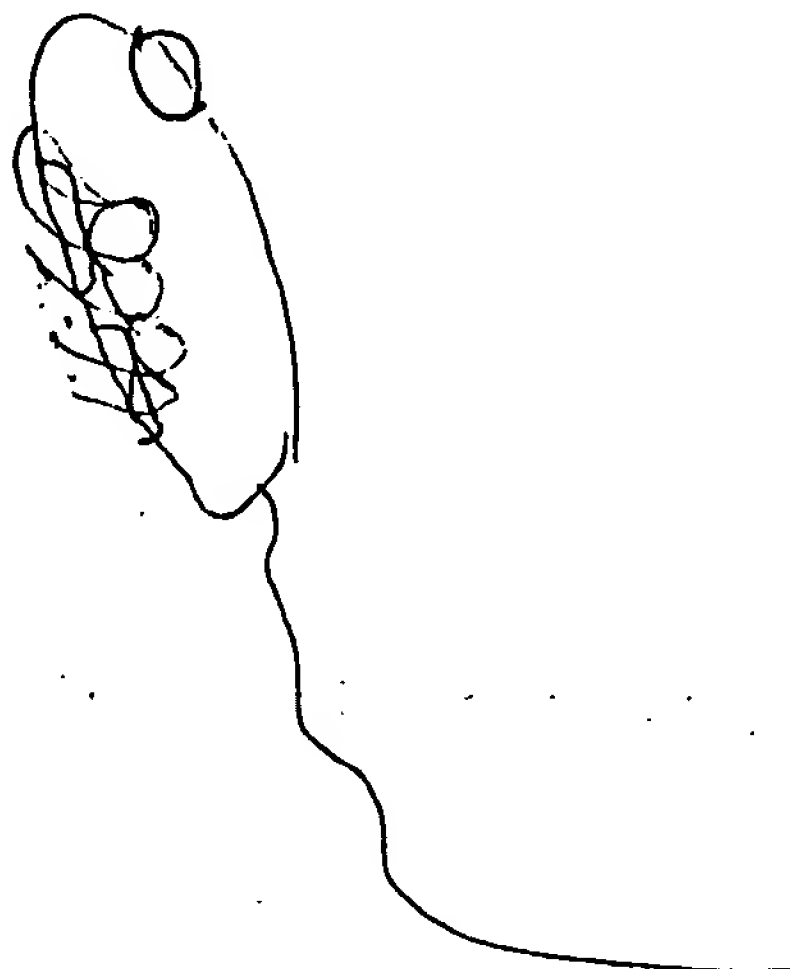
Latter we did some market research work for you on this project, and received additional documentation of the invention form you.

Thank you.

Sincerely,



Ron Docie, Sr.  
President



# INVENTORS' DIGEST

PO Box 70,  
Guffey, Co 80820  
(719) 479-2290  
FAX (719) 479-2291

May 20, 1997

Dear Inventor:

Sometimes you've just got to turn the world upside down to get noticed! Like when you're trying to get your invention on the market! Taking risks . . . being different . . . taking chances . . . getting noticed . . . that's what successful inventors do. And that's what you'll do, too -- thanks to INVENTORS' DIGEST.

Getting your hands on INVENTORS' DIGEST was your first step towards making the right decisions about how to get your Great Idea on the market! Each issue is packed with information from those in the know! Through the pages of INVENTORS' DIGEST you'll learn how to develop your idea safely and smartly!!

I'm glad we could send you your first issue! Take your time . . . read through it all . . . and decide if you want to see your invention on the market. Because if you do, INVENTORS' DIGEST is a must!

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If you've decided not to proceed with your invention, keep this issue of INVENTORS' DIGEST with our complements. Just write "cancel" on the invoice below and send it back to us.

Good luck with your new product idea . . . follow the tips learned in INVENTORS' DIGEST and the example set by our "success stories" and one day, you'll have a successful product on the market, too!

Sincerely,

Joanne M. Hayes-Rines  
Editor

*P.S. Enclosed is a list of articles we've published over the years -- select those that you're especially interested in -- they're only \$1.50 each! Also, back issues are available. Let us know which ones you need!*

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TERRY DELLINGER

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# APPLICATION FOR PATENT

An application for a patent is made to the Commissioner of Patents and Trademarks and includes:

- (1) A written document which comprises a specification (description and claims), and an oath or declaration;
- (2) A drawing in those cases in which a drawing is necessary; and
- (3) The filing fee. (See fee schedule.)

The specification and oath or declaration must be legibly written or printed in permanent ink on one side of the paper. The Office prefers typewriting on letter or legal size paper, 8 to 8-1/2 by 10-1/2 to 13 inches, (20.3 to 21.6 by 26.7 to 33.0 cm) 1-1/2 or double spaced with margins of 1 inch (2.54 cm) on the left-hand side and at the top. If the papers filed are not correctly, legibly, and clearly written, the Patent and Trademark Office may require typewritten or printed papers.

The application for patent is not forwarded for examination until all its required parts, complying with the rules relating thereto, are received. If the papers and parts are incomplete, or so defective that they cannot be accepted as a complete application for examination, the applicant will be notified about the deficiencies and be given a time period in which to remedy them. A surcharge may be required. If the applicant does not respond within the prescribed time period the application will be returned or otherwise disposed of. The filing fee may be refunded when an application is refused acceptance as incomplete; however, a handling fee will be charged.

It is desirable that all parts of the complete application be deposited in the Office together; otherwise each part must be signed and a letter must accompany each part, accurately and clearly connecting it with the other parts of the application.

All applications are numbered in serial order, and the applicant is informed of the serial number and filing date of the application by a filing receipt. The filing date of the application is the date on which the names of the inventors, a specification (including claims) and any required drawings are received in the Patent and Trademark Office; or the date on which the last part completing the application are received in the case of a previously incomplete or defective application.

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[www@uspto.gov](http://www.uspto.gov)

**Last Modified: July 1995**

[US Patent and Trademark Office]

# BOARD OF PATENT APPEALS AND INTERFERENCES

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*The Board of Patent Appeals and Interferences shall, on written appeal of an applicant, review adverse decisions of examiners upon applications for patents and shall determine priority and patentability of invention in interferences ... [35 U.S.C. § 7(b)].*

The statutory provision which creates the Board, 35 U.S.C. § 7, also establishes the Board's membership: the Commissioner, the Deputy Commissioner, the Assistant Commissioners, and the examiners-in-chief are all members of the Board. Shortly after assuming office in 1993, Commissioner Bruce A. Lehman authorized each examiner-in-chief to use the title Administrative Patent Judge. One of the Administrative Patent Judges serves as Chief Judge, while two others serve as Vice Chief Judges.

The patent statute has assigned the Board two main responsibilities. First, the Board has authority to review adverse decisions of examiners in those situations where a written appeal is taken by a dissatisfied patent applicant. These are referred to as *ex parte* appeals. Second, the Board has authority to "determine priority" (that is, decide who is the first inventor) whenever an applicant claims the same patentable invention which is already claimed by another applicant or patentee. The proceeding in which priority is determined is called an interference. As required by statute, each appeal and interference is heard by a merits panel of at least three members of the Board.

The Board's most visible work products are the various orders and decisions which are entered by merits panels and individual judges. Less visible, but equally important, are the efforts exerted every day by the Program and Resource Administrators, Paralegal Specialists, Legal Technicians and Service Branch staff. Their "behind the scenes" efforts are essential to the efficient performance of the Board members statutory duties.

Appeals from adverse decisions by patent examiners are provided for by 35 U.S.C. §§ 134 and 306. The rules governing *ex parte* appeals are found at 37 CFR §§ 1.191-1.198. Chapter 1200 of *The Manual of Patent Examining Procedure* sets forth the current procedures for appellants and patent examiners to follow in *ex parte* appeals.

Interferences are provided for by 35 U.S.C. § 135. The rules governing interferences are found at 37 CFR §§ 1.601-690. Chapter 2300 of *The Manual of Patent Examining Procedure* sets forth the current procedures for the parties of an interference and patent examiners to follow in interferences.

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[PTO Home Page]

Last modified: 21 Feb 1997

# U.S. Patent Classifications

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WARNING: Classifications change! We attempt to update this material as soon as we receive changes from USPTO.

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*CNIDR is constructing a series of hyperlinked Patent Classifications pages as part of the AIDS Patents Project. This page provides direct links into the individual U.S. Classification Schedule pages and the U.S. Class Definitions.*

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## U.S. Classifications:

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- ☐ [Class 2 - APPAREL](#)
- ☐ [Class 4 - BATHS, CLOSETS, SINKS, AND SPITTOONS](#)
- ☐ [Class 5 - BEDS](#)
- ☐ [Class 7 - COMPOUND TOOLS](#)
- ☐ [Class 8 - BLEACHING AND DYEING; FLUID TREATMENT AND CHEMICAL MODIFICATION OF TEXTILES AND FIBERS](#)
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- ☐ Class 52 - STATIC STRUCTURES (E.G., BUILDINGS)
- ☐ Class 53 - PACKAGE MAKING
- ☐ Class 54 - HARNESS
- ☐ Class 55 - GAS SEPARATION
- ☐ Class 56 - HARVESTERS
- ☐ Class 57 - TEXTILES: SPINNING, TWISTING, AND TWINING
- ☐ Class 59 - CHAIN, STAPLE, AND HORSESHOE MAKING
- ☐ Class 60 - POWER PLANTS
- ☐ Class 62 - REFRIGERATION
- ☐ Class 63 - JEWELRY
- ☐ Class 65 - GLASS MANUFACTURING
- ☐ Class 66 - TEXTILES: KNITTING
- ☐ Class 68 - TEXTILES: FLUID TREATING APPARATUS
- ☐ Class 69 - LEATHER MANUFACTURES
- ☐ Class 70 - LOCKS
- ☐ Class 71 - CHEMISTRY: FERTILIZERS
- ☐ Class 72 - METAL DEFORMING
- ☐ Class 73 - MEASURING AND TESTING
- ☐ Class 74 - MACHINE ELEMENT OR MECHANISM
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- ☐ Class 606 - SURGERY

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- ☐ Class 935 - GENETIC ENGINEERING: RECOMBINANT DNA TECHNOLOGY, HYBRID OR FUSED CELL TECHNOLOGY, AND RELATED MANIPULATIONS OF NUCLEIC ACIDS
- ☐ Class 987 - ORGANIC COMPOUNDS CONTAINING A Bi, Sb, As, OR P ATOM OR CONTAINING A METAL ATOM OF THE TO 8TH GROUP OF THE PERIODIC SYSTEM



## CORRECTION OF PATENTS

Once the patent is granted, it is outside the jurisdiction of the Patent and Trademark Office except in a few respects.

The Office may issue without charge a certificate correcting a clerical error it has made in the patent when the printed patent does not correspond to the record in the Office. These are mostly corrections of typographical errors made in printing.

Some minor errors of a typographical nature made by the applicant may be corrected by a certificate of correction for which a charge is made.

The patentee may disclaim one or more claims of this patent by filing in the Office a disclaimer as provided by the statute.

When the patent is defective in certain respects, the law provides that the patentee may apply for a reissue patent. This is a patent granted to replace the original and is granted only for the balance of the unexpired term. However, the nature of the changes that can be made by means of the reissue are rather limited; new matter cannot be added.

Any person may file a request for reexamination of a patent, along with the required fee, on the basis of prior art consisting of patents or printed publications. At the conclusion of the reexamination proceedings, a certificate setting forth the results of the reexamination proceeding is issued.

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# DESIGN PATENTS

The patent laws provide for the granting of design patents to any person who has invented any new, original and ornamental design for an article of manufacture. The design patent protects only the appearance of an article, and not its structure or utilitarian features. The proceedings relating to granting of design patents are the same as those relating to other patents with a few differences.

See current fee schedule for the filing fee for a design application. A design patent has a term of 14 years, and no fees are necessary to maintain a design patent in force. If on examination it is determined that an applicant is entitled to a design patent under the law, a notice of allowance will be sent to the applicant or applicant's attorney, or agent, calling for the payment of an issue fee.

The drawing of the design patent conforms to the same rules as other drawings, but no reference characters are required.

The specification of a design application is short and ordinarily follows a set form. Only one claim is permitted, following a set form.

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# DRAWING

The applicant for a patent will be required by law to furnish a drawing of the invention whenever the nature of the case requires a drawing to understand the invention. However, the Commissioner may require a drawing where the nature of the subject matter admits of it; this drawing must be filed with the application. This includes practically all inventions except compositions of matter or processes, but a drawing may also be useful in the case of many processes.

The drawing must show every feature of the invention specified in the claims and is required by the Office rules to be in a particular form. The Office specifies the size of the sheet on which the drawing is made, the type of paper, the margins, and other details relating to the making of the drawing. The reason for specifying the standards in detail is that the drawings are printed and published in a uniform style when the patent issues, and the drawings must also be such that they can be readily understood by persons using the patent descriptions.

No names or other identification will be permitted within the "sight" of the drawing, and applicants are expected to use the space above and between the hole locations to identify each sheet of drawings. This identification may consist of the attorney's name and docket number or the inventor's name and case number and may include the sheet number and the total number of sheets filed (for example, "sheet 2 of 4"). The following rule, reproduced from title 37 of the Code of Federal Regulations, relates to the standards for drawings:

## 1.84 Standards for drawings.

(a) Paper and ink. Drawings must be made upon paper which is flexible, strong, white, smooth, non-shiny and durable. India ink, or its equivalent in quality, is preferred for pen drawings to secure perfectly black solid lines. The use of white pigment to cover lines is not normally acceptable.

(b) Size of sheet and margins. The size of the sheets on which drawings are made may either be exactly 8½ by 14 inches (21.6 by 35.6 cm.) or exactly 21.0 by 29.7 cm. (DIN size A4). All drawing sheets in a particular application must be the same size. One of the shorter sides of the sheet is regarded as its top.

(1) On 8 1/2 by 14 inch drawing sheets, the drawings must include a top margin of 2 inches (5.1 cm) and bottom and side margins of 1/4 inch (6.4 mm) from the edges, thereby leaving a "sight" precisely 8 by 11-3/4 inches (20.3 by 29.8 cm). Margin border lines are not permitted. All work must be included within the "sight". The sheets may be provided with two 1/4 inch (6.4 mm) diameter holes having their center lines spaced 1 1/16 inch (17.5 mm) below the top edge and 2-3/4 inches (7.0 cm) apart, said holes being equally spaced from the respective side edges.

(2) On 21.0 by 29.7 cm drawing sheets, the drawing must include a top margin of at least 2.5 cm, a left side margin of 2.5 cm, a right side margin of 1.5 cm, and a bottom margin of 1.0 cm. Margin border lines are not permitted. All work must be contained within a sight size not to exceed 17 by 26.2 cm.

(c) Character of lines. All drawings must be made with drafting instruments or by a process which will give them satisfactory reproduction characteristics. Every line and letter must be durable, black, sufficiently dense and dark, uniformly thick and well-defined; the weight of all lines and letters must

be heavy enough to permit adequate reproduction. This direction applies to all lines however fine, to shading, and to lines representing cut surfaces in sectional views. All lines must be clean, sharp, and solid. Fine or crowded lines should be avoided. Solid black should not be used for sectional or surface shading. Freehand work should be avoided wherever it is possible to do so.

(d) Hatching and shading. (1) Hatching should be made by oblique parallel lines spaced sufficiently apart to enable the lines to be distinguished without difficulty. (2) Heavy lines on the shade side of objects should preferably be used except where they tend to thicken the work and obscure reference characters. The light should come from the upper left-hand corner at an angle of 45 degrees. Surface delineations should preferably be shown by proper shading, which should be open.

(e) Scale. The scale to which a drawing is made ought to be large enough to show the mechanism without crowding when the drawing is reduced in size to two-thirds in reproduction, and views of portions of the mechanism on a larger scale should be used when necessary to show details clearly; two or more sheets should be used if one does not give sufficient room to accomplish this end, but the number of sheets should not be more than is necessary.

(f) Reference characters. The different views should be consecutively numbered figures. Reference numerals (and letters, but numerals are preferred) must be plain, legible and carefully formed, and not be encircled. They should, if possible, measure at least one-eighth of an inch (3.2 mm) in height so that they may bear reduction to one twenty-fourth of an inch (1.1 mm); and they may be slightly larger when there is sufficient room. They should not be so placed in the close and complex parts of the drawing as to interfere with a thorough comprehension of the same, and therefore should rarely cross or mingle with the lines. When necessarily grouped around a certain part, they should be placed at a little distance, at the closest point where there is available space, and connected by lines with the parts to which they refer. They should not be placed upon hatched or shaded surfaces but when necessary, a blank space may be left in the hatching or shading where the character occurs so that it shall appear perfectly distinct and separate from the work. The same part of an invention appearing in more than one view of the drawing must always be designated by the same character, and the same character must never be used to designate different parts. Reference signs not mentioned in the description shall not appear in the drawing, and vice versa.

(g) Symbols, legends. Graphical drawing symbols and other labeled representations may be used for conventional elements when appropriate, subject to approval by the Office. The elements for which such symbols and labeled representations are used must be adequately identified in the specification. While descriptive matter on drawings is not permitted, suitable legends may be used, or may be required in proper cases, as in diagrammatic views and flow sheets or to show materials or where labeled representations are employed to illustrate conventional elements. Arrows may be required, in proper cases, to show direction of movement. The lettering should be as large as, or larger than, the reference characters.

(h) [Reserved]

(i) Views. The drawing must contain as many figures as may be necessary to show the invention; the figures should be consecutively numbered if possible in the order in which they appear. The figures may be plain, elevation, section, or perspective views, and detail views of portions of elements, on a larger scale if necessary, may also be used. Exploded views, with the separated parts of the same figure embraced by a bracket, to show the relationship or order of assembly of various parts, are permissible. When necessary, a view of a large machine or device in its entirety may be broken and

extended over several sheets, if there is no loss in facility of understanding the view. Where figures on two or more sheets form in effect a single complete figure, the figures on the several sheets should be so arranged that the complete figure can be understood by laying the drawing sheets adjacent to one another. The arrangement should be such that no part of any of the figures appearing on the various sheets is concealed and that the complete figure can be understood even though spaces will occur in the complete figure because of the margins on the drawing sheets. The plane upon which a sectional view is taken should be indicated on the general view by a broken line, the ends of which should be designated by numerals corresponding to the figure number of the sectional view and have arrows applied to indicate the direction in which the view is taken. A moved position may be shown by a broken line superimposed upon a suitable figure if this can be done without crowding; otherwise a separate figure must be used for this purpose. Modified forms of construction can only be shown in separate figures. Views should not be connected by projection lines nor should center lines be used.

(j) Arrangement of views. All views on the same sheet should stand in the same direction and, if possible, stand so that they can be read with the sheet held in an upright position. If views longer than the width of the sheet are necessary for the clearest illustration of the invention, the sheet may be turned on its side so that the top of the sheet with the appropriate top margin is on the right-hand side. One figure must not be placed upon another or within the outline of another.

(k) Figure for Official Gazette. The drawing should, as far as possible, be so planned that one of the views will be suitable for publication in the Official Gazette as the illustration of the invention.

(l) Extraneous matter. Identifying indicia (such as the attorney's docket number, inventor's name, number of sheets, etc.) not to exceed 2-3/4 inches (7.0 cm) in width may be placed in a centered location between the side edges within three-fourths inch (19.1 mm) of the top edge. Authorized security markings may be placed on the drawings provided they are outside the illustrations and are removed when the material is declassified. Other extraneous matter will not be permitted upon the face of a drawing.

(m) Transmission of drawings. Drawings transmitted to the Office should be sent flat, protected by a sheet of heavy binder's board, or may be rolled for transmission in a suitable mailing tube; but must never be folded. If received creased or mutilated, new drawings will be required. (See 1.152 for design drawing, 1.165 for plant drawings, and 1.174 for reissue drawings.)

The requirements relating to drawings are strictly enforced, but a drawing not complying with all of the regulations may be accepted for purpose of examination, and correction or a new drawing will be required later.

Applicants are advised to employ competent draftsmen to make their drawings.

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**Last Modified: July 1995**



## PATENT LAWS

The Constitution of the United States gives Congress the power to enact laws relating to patents, in Article I, section 8, which reads "Congress shall have power . . . to promote the progress of science and useful arts, by securing for limited times to authors and inventors the exclusive right to their respective writings and discoveries." Under this power Congress has from time to time enacted various laws relating to patents. The first patent law was enacted in 1790. The law now in effect is a general revision which was enacted July 19, 1952, and which came into effect January 1, 1953. It is codified in Title 35, United States Code.

The patent law specifies the subject matter for which a patent may be obtained and the conditions for patentability. The law establishes the Patent and Trademark Office to administer the law relating to the granting of patents, and contains various other provisions relating to patents.

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**Last Modified: July 1995**



## MODELS, EXHIBITS, SPECIMENS

Models are not required in most patent applications since the description of the invention in the specification and the drawings must be sufficiently full and complete and capable of being understood to disclose the invention without the aid of a model. A model will not be admitted unless specifically requested by the examiner.

A working model, or other physical exhibit, may be required by the Office if deemed necessary. This is not done very often. A working model may be requested in the case of applications for patent for alleged perpetual motion devices.

When the invention relates to a composition of matter, the applicant may be required to furnish specimens of the composition, or of its ingredients or intermediates, for inspection or experiment. If the invention is a microbiological invention, a deposit of the micro-organism involved is required.

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**Last Modified:** July 1995

# NOVELTY AND OTHER CONDITIONS FOR OBTAINING A PATENT

In order for an invention to be patentable it must be new as defined in the patent law, which provides that an invention cannot be patented if:

- "(a) The invention was known or used by others in this country, or patented or described in a printed publication in this or a foreign country, before the invention thereof by the applicant for patent, or  
"(b) The invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country more than one year prior to the application for patent in the United States... "

If the invention has been described in a printed publication anywhere in the world, or if it has been in public use or on sale in this country before the date that the applicant made his invention, a patent cannot be obtained. If the invention has been described in a printed publication anywhere, or has been in public use or on sale in this country more than one year before the date on which an application for patent is filed in this country, a valid patent cannot be obtained. In this connection it is immaterial when the invention was made, or whether the printed publication or public use was by the inventor himself or by someone else. If the inventor describes the invention in a printed publication or uses the invention publicly, or places it on sale, he must apply for a patent before one year has gone by, otherwise any right to a patent will be lost.

Even if the subject matter sought to be patented is not exactly shown by the prior art, and involves one or more differences over the most nearly similar thing already known, a patent may still be refused if the differences would be obvious. The subject matter sought to be patented must be sufficiently different from what has been used or described before that it may be said to be inobvious to a person having ordinary skill in the area of technology related to the invention. For example, the substitution of one material for another, or changes in size, are ordinarily not patentable.

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**Last Modified: July 1995**

## OATH OR DECLARATION, SIGNATURE

The oath or declaration of the applicant is required by law. The inventor must make an oath or declaration that he/she believes himself/herself to be the original and first inventor of the subject matter of the application, and he/she must make various other allegations required by law and various allegations required by the Patent and Trademark Office rules. The oath must be sworn to by the inventor before a notary public or other officer authorized to administer oaths. A declaration may be used in lieu of an oath as part of the original application for a patent involving designs, plants, and other patentable inventions; for reissue patents; when claiming matter originally shown or described but not originally claimed; or when filing a divisional or continuing application. A declaration does not need to be notarized.

The application, oath or declaration must be signed by the inventor in person, or by the person entitled by law to make application on the inventor's behalf. A full first or middle name of each inventor without abbreviation and a middle or first initial, if any, is required. The post office address of the inventor is also required.

Blank forms for applications or certain other papers are not supplied by the Patent and Trademark Office.

The papers in a complete application will not be returned for any purpose whatever, nor will the filing fee be returned. If applicants have not preserved copies of the papers, the Office will furnish copies for a fee.

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**Last Modified: July 1995**



UNITED STATES  
PATENT AND  
TRADEMARK OFFICE

NAME: Jerry Dellinger

This will confirm your registration information has been received. You have registered for the 6<sup>th</sup> Annual Independent Inventors Conference.

The conference will be held August 3 & 4, 2001, Friday & Saturday 9 AM to 5 PM (includes Friday evening reception). Please visit our web site for conference specifics at <http://www.uspto.gov/go/iic2001>

If you need hotel accommodations, please contact the DoubleTree Hotel at 1-800-222-8733 and mention the hotel discount code "iic6".

Any questions please feel free to contact our office at 703-306-5568.

Cathie Kirik  
Office of Independent Inventor Programs  
[InvenConf@uspto.gov](mailto:InvenConf@uspto.gov)

*I registered in July 2001 for this  
Conference @ USPTO. See fax date  
above.*

Terry

8/2/01

With all you learn  
at the conference —  
and in this book —  
you should be able  
to get rich inventing  
— if you work at it  
intelligently or get  
lucky.

James E. White

Purchased & Signed @  
6th Annual Independent Investors Conference  
Arlington VA Aug. 3rd 2001.

# Will It Sell?™

How to Determine  
If Your Invention

Is Profitably Marketable

(Before Wasting Money on a Patent)

James E. White

Inside cover of book I  
Purchased @ 6th Annual  
Independent Investors Conference

**WARNING: This book may be banned in Texas**

The Texas Supreme Court's Unauthorized Practice of Law Committee (UPLC) has been granted the right to ban books and/or software that might help you understand the law. The UPLC has met in secret to investigate other books providing information similar to that in this book.

**Office of Independent Inventors**

**6<sup>th</sup> Annual  
INDEPENDENT  
INVENTORS  
CONFERENCE**

**celebrating national inventors month**



**Trademark Office**

**Society**

**United Inventors**



*Attended - have proof*

# CELEBRATING NATIONAL INVENTORS' MONTH

UNITED STATES PATENT AND TRADEMARK OFFICE (USPTO)

## Independent Inventors Conference

Arlington, Virginia

August 3<sup>rd</sup> & 4<sup>th</sup>, 2001

Saturday

August 4, 2001

8:30 – 9:00

Continental Breakfast

Exhibit Booths

Slide Session – Washington Room

9:00 – 10:30

### Morning Plenary

Moderator

Esther Kepplinger, Deputy Commissioner for  
Patent Operations, USPTO

Topic: Sales and Marketing

*met*  
Ronald Docie, Inventor & Author of The Inventors Bible *Ron Docie*

Mark Davis, Inventor of the Eggsercizer®

10:30 – 10:45

### Break

10:30 – 12:00

### Satellite Breakout Session

Meet at the registration table

DoubleTree Shuttle departs for Patent Academy

Patent & Trademark Computer  
Lab Hands-on searching (advance  
Sign-up at registration table)

John Cabeca, Andy Faile & Michael White

10:45 – 12:00

### Concurrent Breakout Sessions

Application Preparation

Marian Knode & Marvin Lateef

Trademarks, Domain Names &  
Designs

Jessie Marshall & Jim Gandy

Inventorship – Who is the *real*  
inventor?

Anthony P. Venturino, National Association of  
Patent Practitioners (NAPP)

Navigating the "New" USPTO Web  
site

Pamela Rinehart

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Website  
<http://www.docle.com>

Cindy Poland  
Market Researcher

*Ron*  
**Docie Marketing™**  
**Hopewell Cooperative, Inc.**

Ph.: (740) 594-5200 *10-4pm-f*  
Fax: (740) 594-4004  
E-mail: [docle@docle.com](mailto:docle@docle.com) 73 Maplewood Drive  
Athens, Ohio 45701-1910

August 16, 2001

Dear Ma'ine:

As per our phone conversation today, please send a copy of your search results that I am requesting for a hand held computer mouse.

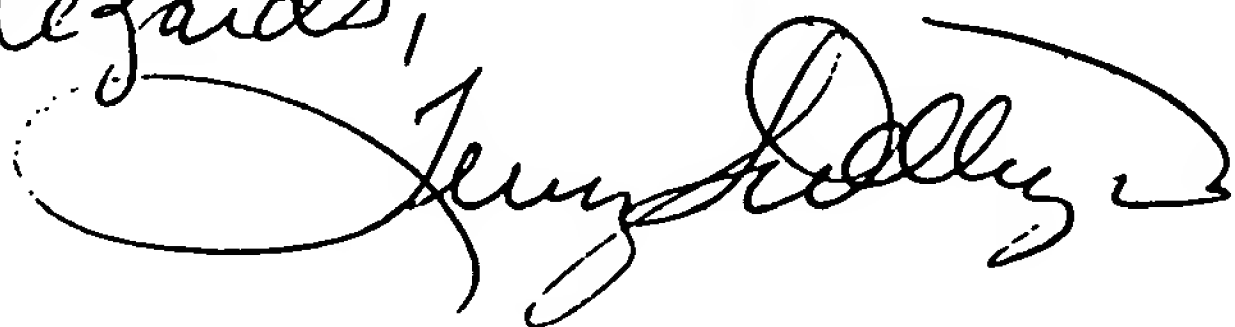
A copy of my disclosure documents are being sent to you to form the basics of the search.

The closest I have found is patent # 6,222,526.

I understand this is an inclusive utility and design search and the charge is \$250.00 being charged to my VISA.

Thanks for your help,

Regards,



August 21, 2001

Dear Sir:

Please process this application for a digital certificate that will allow me access to electronic filing and status reports through the Electronic Business Center.

Thanks for your help.

TERRY L. DELLINGER

CUSTOMER# 30087



Electronic Business Center  
BOX EBC  
Washington DC 20231  
Digital certificate

Filed for and received customer #  
so I can file online with USPTO.

Can move/provide docs  
showing continuing effort to get my invention patented.

August 22, 2001

Maxine,

I forgot to request that you send a copy of search results to Ron Docie. You indicated you had his address, etc.

Please send his package the same day you send mine. (Monday?)

Thanks,  
Guy Dellinger

# *Siemens Patent Services, L.C.*

4600 Duke Street ♦ Suite 328 ♦ Alexandria, Virginia 22304 U.S.A.  
Local/International 703-370-6282 ♦ Toll Free 888-685-5226 ♦ Fax 703-370-6284

Mr. Terry Dellinger  
909 Hampton Trail  
Lilburn, Georgia 30247

August 28, 2001

Re: Inventor: Terry Dellinger  
Invention: **COMPUTER ACCESSORY POINTING DEVICE**

Dear Mr. Dellinger:

The requested patent search found the following references:

6,184,862	5,296,871	5,512,892	5,724,106
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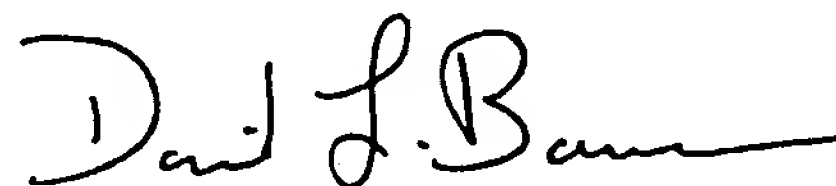
Your invention has been evaluated in view of the above patents. I have set forth below my perception of the features of the invention which could patentably define over these patents. I have rated the chances of obtaining utility and/or design patent protection as excellent, good, fair, poor, or none.

Based on the above patents, it is my opinion that your chances of obtaining utility patent protection are fair because of these features of the COMPUTER ACCESSORY POINTING DEVICE shown in the prior art: (1) wireless hand held computer cursor controllers for a computer using a trackball. However, various remote activated track balls, mice, and cursor controls are limited by the art. The probability of obtaining a design patent, covering only the ornamental appearance of a finished version of the invention, cannot be determined based on the information disclosed.

Please see the attached sheet for a patent application fee estimate. Enclosed you will also find copies of the above referenced patents for your study and convenience.

Feel free to call at any time if you have questions.

Very truly yours,



DLB:mts  
Enclosures

David L. Banner  
Registered Patent Agent

The preliminary patentability search made on this invention should not be considered to be comprehensive, and prior patents or other references more pertinent to the subject matter of the invention may well exist. Patent Examiners were consulted whenever possible. This search included issued U.S. Patents, foreign patents, and other publications, such as magazine articles, which were available in the Examiner's search rooms. The search cannot cover pending patent applications which may later mature into issued patents. Even as to issued U.S. Patents it is impossible to find all the pertinent references because some may be missing from their intended classification, misclassified, or inadequately cross referenced by the Patent Office. There is no guaranty that a favorable patentability opinion based on the results of the search will result in significant patent coverage, or any patent at all. However, we feel the search conducted will permit drafting a patent application emphasizing the distinctions of the invention with the indicated chances of success.



*Continuing Research*9/5/2001  
see below**US PATENT & TRADEMARK OFFICE**  
PATENT FULL TEXT AND IMAGE DATABASE

(1 of 1)

**United States Patent**  
**Holmes****6,222,526****April 24, 2001****Hand held ergonomic computer controller****Abstract**

A hand held ergonomic computer controller is provided including a housing having a lower extent taking the form of a grip and an upper extent with a cross-sectional area greater than that of the lower extent. At least one button is mounted on the housing. Also included is either a trackball or a joystick mounted on the upper extent of the housing.

**Inventors: Holmes; Quentin J.** (1515 Clearview Drive, Peterborough, Ontario, CA)**Appl. No.: 182547****Filed: October 29, 1998****Current U.S. Class:****345/161; 345/167; 463/38****Intern'l Class:****G09G 005/08****Field of Search:****345/161,167,169,157,158,184 463/36-39****References Cited [Referenced By]****U.S. Patent Documents**

<u>5615083</u>	Mar., 1997	Burnett	361/686.
<u>5648798</u>	Jul., 1997	Hamling	345/163.
<u>5726684</u>	Mar., 1998	Blankenship et al.	345/167.
<u>5764164</u>	Jun., 1998	Cartabiano et al.	341/22.
<u>5956018</u>	Sep., 1999	Pejic et al.	345/157.
<u>6052070</u>	Apr., 2000	Kivela et al.	341/122.

**Primary Examiner:** Hjerpe; Richard**Assistant Examiner:** Eisen; Alexander**Claims**

September 06, 2001

TERRY L. DELLINGER  
909 HAMPTON TRAIL NW  
LILBURN, GA 30047

Dear Terry Lee Dellinger:

Enclosed you will find your PKI Certificate Authorization Code that which must be used with the Reference number you received via e-mail. These codes will expire in 60 days. This completes the Certificate process.

The website needed for downloading the software is <http://www.uspto.gov/ebc>

For all Help Desk questions please use our Toll Free Number: 1.800.PTO.9199

786

Authorization Code:

[REDACTED]

Keith

Keith.Peterson@USPTO.GOV

Name

Cust #

Direct phone #

e mail address

TED@AOL.COM

770 381-5003

Sent 11/07/01  
11:00pm

# FAX COVER

**TO:** Ron Docie

9/6/01

**COMPANY:** Docie Marketing

**PHONE #:** (740) 594-5200

**FAX #:** (740) 594-4004

**FROM:** TERRY DELLINGER

**PHONE #:** (TOLL FREE) 1-800-757-7922 Home (740) 923-8072

**FAX:** 770 381- [REDACTED] 2170

**NUMBER OF PAGES (INCLUDING COVER):** ~~10~~ 5

**MESSAGE:** Ron, Here's the cover and claim for the patent we discussed. I gave Siemens this patent number when I faxed the disclosure document info. I don't know why it wasn't referenced.

If possible, (I have 3 way calling), I would like to be involved in the phone conversation with Siemens as a learning experience if you (or they) wouldn't have a problem with that.

I'm not sure as to the quality of this patent info. faxed to you. The computer print out was very small type and questionable quality.

Let me know if you can't read or make out words.

Regards, Terry Dellinger

HOME (740) 923-8072  
TOLL FREE 1-800-757-7922 (TOLL FREE)  
Pg 1/MSG  
Pg 2/MSG  
Pg 3/MSG  
Pg 4/MSG  
Pg 5/MSG  
Pg 6/MSG  
Pg 7/MSG  
Pg 8/MSG  
Pg 9/MSG  
Pg 10/MSG

1 COVER  
2 - PAT 4,222,526 COVER  
3 - " CLAIM  
4 - DISC. DOC. DEMO.  
5 - DISC. DOC. DEMO.

9/28

- 9/28 DOGE M/MTG - Sending contract to <sup>my</sup> Email w/ATTCH.

30 MIN. Matt Research -

Check out contracts on his web site

Thinks ~~very~~ good idea - large ~~inlet~~ - lots #

WHY MY MOUSE SUCCESSFUL OVER COMP?

1 - NO DESK SPACE

2 - STAY IN PALM WHILE TYPING

3 - can hold in any position & away  
from computer screen

Going to review materials over next week - we'll talk next Friday

- 10/5

# FAX COVER

**TO:** Ron Doie

10/5/01

**COMPANY:** Doie Mktg

**PHONE #:**

**FAX #:** 740 594-4004

**FROM:** JERRY DEILINGER

**FAX  
PHONE #:** 770 381-2170

**NUMBER OF PAGES (INCLUDING COVER):** 3

**MESSAGE:** Ron,

(here's the patent I think is most relevant. It's the one that I told you was filed (application) just after my ~~my~~ disclosure documents were to be destroyed (Oct '97) ???

Regards,  
Jerry

**Subj:** photos for patent drawings  
**Date:** 10/25/01 12:00:07 AM Eastern Daylight Time  
**From:** Tldell  
**To:** mrobotl@erols.com  
**CC:** tl\_dell@hotmail.com  
**File:** mouse-2079.ZIP (1643907 bytes) DL Time (38666 bps): < 12 minutes

Maxine

Here's some photos I took to show the front (with finger activated switches); the back indicating the seam in the two piece housing; the sides and top thumb controlled rollerball. I also show the mouse in the left hand (open and closed as it would be used). The band is not intended to be an integral part of the invention, but an attachment that would allow it to remain in the hand while typing on the keyboard.

These photos and the fax documents with the hand drawn example indicating two different modes of interface with the computer (wired and with an antenna for RF signals) should provide you with enough information to begin the preparation of the utility patent application.

We will speak by phone.

Here is my understanding of the charges:

Patent application (full w/all required sections including drawings)	\$2500.00
Expedite charges	800.00
USPTO Filing fee	370.00

To be paid as follows:

1/2 Application filing charges to be paid now	\$1250.00
Expedite fee to be paid now (application to be filed on or before November 9, 2001)	800.00

1/2 Application filing charges to be paid when sent to me for review \$1250.00

The USPTO Filing fee to be paid when ready to submit application \$370.00

The Application charges are to include changes to the application (specifications; drawings, etc.) as requested (within reason and as it relates to the exactness of the invention).

If this is not a correct understanding, let me know.

Regards,  
Terry Dellinger

*Saved document*

*Printed on*

Sunday, March 31, 2002 America Online: Tldell



# 7th Annual



&



CONNECTICUT

FULL OF SURPRISES!

Partially funded by a grant from  
the Connecticut Office of  
Tourism and the Connecticut  
Tourism Council.



## OCTOBER 12 & 13, 2001 WATERBURY, CT

[www.yankeeinventionexpo.org](http://www.yankeeinventionexpo.org)